

# Terms And Conditions

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3D Print AU Terms and Conditions of Sale

The 3D Print AU “3D Print Limited” service allows you to upload a 3D file to our website to obtain a quote for the manufacturing of a physical 3d part. The parts that 3D Print AU manufacture of for the sole purpose of decoration and are not suited for any other purpose. The parts are not suited or to be used by children. The parts should not come into contact with hot surfaces, electricity, lighting, liquids, foods.

## 1.) GENERAL

These Terms and Conditions of Sale and any attachments govern the sale of products purchased hereunder prevail over any conflicting or inconsistent terms and conditions appearing on any purchase order submitted by the buyer. No change or modification of these Terms and Conditions shall be valid or binding on either party unless in writing and signed by an authorized representative of each party, as part of or modification to the quotation.

## 2.) DELIVERY

3D Print AU will see to it that reasonable means will be exhausted to meet the shipment dates quoted, although we will not be liable for any special, incidental, or consequential damages resulting from delivery delays or inability to deliver. Deliveries are F.O.B. 3D Print AU shipping dock and the prices quoted do not include customs duties, GST, freight or insurance. If buyer chooses to contract their own freight carrier, title and risk of loss shall pass to buyer upon pick-up of the freight carrier. In the absence of specific written instruction from the buyer, 3D Print AU will select the common carrier. Buyer shall be responsible for any freight charge and any insurance charge. If the products are shipped freight prepaid, the buyer shall pay 3D Print AU the appropriate freight and insurance charges, which will be shown as separate items on the invoice. Allow 2-3 weeks from purchase date and/or check clearance to ship out product. Delivery of product date will depend on the reasonable means of the carrier and the distance of the drop-off location. In certain cases additional time may be needed for holidays and weekends. 3D Print AU will make every attempt to keep the buyer informed prior to making a purchase if additional time is needed. IF THE BUYER CHOOSES TO PICK UP AFTER PURCHASING SAID ADDITIONAL TRANSPORTATION SERVICES, THE BUYER WILL RELEASE 3D Print AU AND CARRIER FROM ANY LIABILITY ONCE THE BUYER OBTAINS THE PRODUCT.

## 3.) DAMAGE AND SHORT SHIPMENT

In the event products are received damaged, keep all packaging material and contact both the carrier and 3D Print AU in writing within THREE working days. In the event packaging is damaged, the buyer MUST indicate in writing on the driver's release records: “SHIPMENT PACKAGING IS DAMAGED, AND TIME FOR FURTHER INSPECTION OF PRODUCT WILL BE NEEDED TO FILE A CLAIM IN THE EVENT THE PRODUCT IS ALSO DAMAGED”. This will give the buyer time to unwrap or unbox the machine for inspection. The buyer should also take additional precautions by taking pictures of the noticeable damage prior to examining the machine. Signing the driver's form without adding this statement will release the driver or the shipping company from taking responsibility for any damage caused to the machine. 3D Print AU in this case cannot help the buyer to file a claim to recover the loss of the product. If the product without doubt is visibly damaged, refuse to accept the package on the grounds that it is damaged. Please call 3D Print AU immediately to file a claim.

## 4.) PRICES, TAXES, AND PAYMENT

All prices are per unit (except where indicated) are in AU or NZ dollars, F.O.B. 3D Print AU Auckland New Zealand. All prices are subject to change without notice. Taxes, such as Federal, State, or local, which is the obligation of 3D Print AU to collect in connection with the sale or delivery of products described on any attachment shall be paid by buyer and will appear as separate items on the invoice unless your tax

exemption certificate is on file with 3D Print AU (Please send certificate with first order.) All orders are pre-paid, F.O.B. 3D Print AU Auckland New Zealand.

## 5.) RETURNS

A "Return Authorisation" number must be issued by 3D Print AU prior to the return of any goods. Goods returned are to be referenced by this number, or they will not be accepted. All returns are to be sent to 3D Print AU, freight prepaid. If payment of product was done by credit card, there is a 3% re-stocking fee. Returned items after 30 days are not allowed. Returned items must be clean, and remain in new condition. Proper packaging for shipping will be the responsibility of the customer for any goods returned within 30 days from the date the machine or products are received. A refund will be given after inspection has been made and goods remain in new condition and are not damaged. If there is any visible shipping damage to the machine, 3D Print AU will refuse to accept the machine or other accessories from the carrier. All claims for this matter shall pass on to the buyer to be dealt with the carrier he/she has hired. Any shipping costs (including discounted or free shipping in some cases) incurred by 3D Print AU additional shipping, and/or crating charges will be subtracted from the refund. If the buyer discovers that he/she has missing accessories that were purchased, the buyer must notify 3D Print AU within THREE business days.

## 6.) LIMITATION OF WARRANTY

3D Print AU Products carry a 3 month warranty for defects due to faulty material and bad workmanship. 3D Print AU will repair or replace faulty goods and is not responsible for any consequential loss incurred due to faulty goods. Warranty does not cover normal wear, misuse or consumable items. The obligation of 3D Print AU under this warranty are limited to replacing parts or repairing at its option and at its factory, of said products which shall, within 3 months after delivery to the customer, be returned to the Seller's factory of origin, transportation charges prepaid and which are, after examination determined to be defective. 3D Print AU does not do onsite repair work, but at its option will instruct and support the user on any repairs that may be needed at user's location.

This Warranty shall not apply to any of such products which has been repaired or altered, except by the Seller or its authorised centres or which have been subjected to misuse, negligence, or accident. The original warranty period of any product, which has been either repaired or replaced, will not be extended. It is this warranty which is expressed instead of all other warranties: statutory, expressed, and implied including the implied warranties of merchantability, any particular purpose, and all other obligations or liabilities on the Seller's part. In addition, it will never assume or authorise any other person to assume for the seller any other liabilities in connection with the sale of said products. Buyer further represents and acknowledges that 3D Print AU has not made any representations or warranties, direct or indirect, express or implied as to any manner whatsoever, including without limitation, the design or condition of any product, its merchantability or its liability or its fitness for any particular purpose, the quality of the material or workmanship of any item of equipment, improper delivery, delay in delivery or conformity of any item of equipment to the provisions and specifications of any purchase or orders relating thereto, nor shall 3D Print AU be liable for incidental or consequential damages (Including strict liability in tort). 3D Print AU shall not be liable to Buyer, or any other party, for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the equipment or the failure of the equipment to operate properly.

3D Print AU warrants that your Product will be free from defects in materials or workmanship for three months from Purchase Date.

At its discretion, 3D Print AU will repair or replace your Product, if it does not comply with this Warranty.

To make a Warranty claim, you must:

- You must first call 3D Print AU Support Centre.

- If warranty service is required, provide a copy of your purchase receipt, to show that this Warranty applies to your Product at the date of your claim.

- If required, you must deliver the Product to the Service Agent at your cost, 3D Print AU will cover the return cost back to you. It is recommended to have the product sent tracked and insured to avoid loss.

#### 7.) SAFETY PRECAUTIONS

It is Buyer's responsibility to provide all the means that may be necessary to effectively protect him/herself, all people and small children around the product from serious bodily injury. If Buyer fails to comply with such provisions of this paragraph or the applicable standards or regulations aforementioned, Buyer shall indemnify and save 3D Print AU harmless from and against any and all claims, losses or damages arising there from. It is the responsibility of Buyer to comply with any and all local codes. 3D Print AU will not be deemed responsible for any consequences to the customer, such as allergic reactions or fails to satisfy the customers personal taste.

#### 8.) DESCRIPTIONS OF PRODUCTS AND SERVICES

All weights given are estimates, stated as correctly as possible, and any minor deviations shall not invalidate this purchase order. Brochures, photographs and other illustration representing the equipment offered are not binding in detail, as improvements are constantly being made in design. Brochures and web site are subject to change without notice.

#### 9.) ASSIGNMENT

This agreement may not be assigned without the express written consent of the parties hereto. Any attempted assignment of rights or delegation of duties shall be void.

#### 10.) GOVERNING LAW

This agreement shall be construed in accordance with the laws of New Zealand and will govern any disputes regarding the interpretation and or validity of these Terms and Conditions hereof. Any dispute relating to the products sold from 3D Print AU hereunder shall be subjected to the jurisdiction of the courts within New Zealand. The provisions of this agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this agreement without the invalid or unenforceable provision or provisions.

11.) MERGER CLAUSES: The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past dealings that are not fully expressed herein. No oral or any other form of statement subsequent to the acceptance of the purchase order purporting to modify the said terms and conditions shall be binding unless consented to in writing by a duly authorised officer of 3D Print AU in a document making specific reference to this transaction or after a transaction has been made.

#### 12.) Limitation of Liability

3D Print AU will not be liable for any loss of profits, loss of income, loss of contracts, loss of data, damage, compensation for moral harm, costs, losses, lost turnover, or liabilities of any nature which may arise from the use of the website, it's contents or manufactured products. Whether foreseen or unforeseen. 3D Print AU liability shall be limited to the total amount paid by the customer for their order.

#### 13.) Intellectual Property

The images, drawings, designs, texts, names and logos appearing on the “[http:// 3dprint-au.com](http://3dprint-au.com)” website are the property of their authors and are thus protected by intellectual property rights and usage rights held by 3D Print AU.

All customers who send 3D Print AU an image, drawing or design (the “model”) guarantee that they are the author or holder of all intellectual property rights for this model and that they have not infringed any intellectual property rights by sending this model. You undertake to indemnify 3D Print AU against any claims by third parties. The customer will retain ownership of the model sent to 3D Print AU. The customer grants 3D Print AU a license for the single use of their model to carry out their order.

#### 14.) Applicable Law

These terms and conditions shall be governed by New Zealand law. Any disputes arising from the terms and conditions regarding the use of 3D Print AU website or services shall be brought to a court of New Zealand.