

**Regulations for the provision of services**  
**(hereinafter: "Rules of Procedure")**

**I. General provisions**

1. These Regulations define the terms, conditions, scope and manner of providing services by 3D Bistro sp. z o.o. with its registered office in Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, VIII Division of the National Court Register under KRS number: 0000782541, NIP: 7831800669, REGON: 383136843 (hereinafter also: "3D Bistro"), at a distance, including via the website located at the following address: <https://www.3dbistro.com> (hereinafter also: "Service").
2. Contact details 3D Bistro:
  - a) address for correspondence (office, placing orders, handling complaints):  
3D Bistro sp. z o.o. ul. Budziszyska 19/27, 60-179 Poznań.
  - b) e-mail address: [print@3dbistro.com](mailto:print@3dbistro.com)
  - c) phone contact: +48 538 918 025.
3. The Regulations are made available free of charge at any time through the Service, and, at the Client's request, also in such a manner that makes it possible to acquire, reproduce and record the content of the Terms and Conditions the content of the Regulations with the use of information and communication system, which the Customer uses. Downloading these Regulations as a PDF file requires software that supports PDF files.
4. Definitions of terms used in the Regulations:
  - a) Consumer - according to Article 22<sup>1</sup> of the Act of 23 April 1964 of the Civil Code, a consumer is a natural person making a legal transaction with an entrepreneur not directly related to his business or professional activity.
  - b) Customer - a natural person, a legal person or an organizational unit without legal personality, who uses services provided electronically by the Website or with whom a sales agreement may be concluded.
  - c) Service provider: 3D Bistro sp. z o.o. Budziszyska 19/27, 60-179 Poznań.
  - d) Agreement - agreement for the fulfilment of the Order concluded at a distance between the Customer and 3D Bistro on the principles laid down in the Regulations.
  - e) Website - the website <https://www.3dbistro.com/> together with its subpages and available functionalities.
5. Everyone should read these Terms and Conditions before using the Service. Using the Service means that the Client using the Service has read, understood and accepted the content of the Regulations and agrees to be bound by their provisions.
6. 3D Bistro shall make available on the Website information on its business activity, services and products. 3D Bistro Sp. z o.o. provides through the Website services including:

- a) placing Orders and concluding distance sales agreements concerning printing in 3D technology;
  - b) 3D visualization of a 3D model sent by the client;
  - c) valuation of the cost of manufacturing a given 3D model;
  - d) maintaining a Service User Account;
  - e) Advice on designing and printing in 3D technology - including guidelines, on how to design a 3D model that can be printed using the chosen 3D printing technology;
  - f) possibility to get acquainted with materials concerning business activity of 3D Bistro and realizations made, however these materials do not constitute an offer to purchase certain services or products, but should be treated as an invitation to conclude a contract;
  - g) use of additional services, i.e. contact form.
7. In matters not covered by these Terms and Conditions, the provisions of generally applicable law shall apply, in particular the Act of 18 July 2002. On the provision of services by electronic means (Journal of Laws of 2020, item 344, t.j.); the Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287, t.j.); the Act of 23 April 1964 Civil Code (Journal of Laws of 2022, item 1360, i.e. ).

## **II. Provision of services by electronic means**

8. The provision of services by electronic means takes place 24 hours a day, 7 days a week. For proper use of the Service it is necessary:
- a) having a multimedia device equipped with an operating system Microsoft Windows XP or later, Linux, OsX, Android / other, allowing the use of Internet resources;
  - b) having an active connection to the Internet;
  - c) having an e-mail box;
  - d) use of a web browser capable of displaying web pages, e.g. : Internet Explorer, Mozilla FireFox, Chrome, Opera, Safari, others;
  - e) JavaScript and cookies enabled;
  - f) read and accept these Terms of Use, the Service Provider's Privacy Policy and Cookie Policy.
9. For correct reception of correspondence received via e-mail it is required to have an active e-mail account, and in the case of attachments delivered with correspondence it is additionally required to have a program supporting files of a given type, in particular: pdf, doc, docx, jpg, png.
10. The Customer is obliged to use the Service in accordance with its purpose. It is forbidden to provide unlawful content. The content provided by Client may not violate any rights of third parties, and by providing any content Client represents that Client owns all rights to such content. Client also represents that any file ("3D model") submitted to Service Provider via the Service does not violate generally applicable law, including but not limited to firearms regulations, as well as applicable ISO, ASTM, ASME or other standards of a similar nature. If

Customer does not agree with these terms, Customer should not use Service Provider's Service.

11. The Customer should have active and up-to-date software guaranteeing safety on the Internet, in particular of antivirus nature and protecting the Customer's device against unauthorised access of third parties.
12. The Website uses the mechanism of cookies. The customer has the ability to restrict or disable cookies. Detailed information on cookies can be found in the document "Cookie Policy". The rules of processing the Customers' personal data are described in the document "Privacy Policy".

### **III. Conclusion and termination of the agreement for electronic provision of services involving maintenance of a User Account**

13. Only persons 18 years of age or older may use the Service Provider's Site. If the Client is under 18 years of age, he/she may use the Site only with the consent and under the supervision of a parent or legal guardian. Children under 13 years of age may not use the Service Provider's Website. 3D Bistro may also, in its sole discretion, refuse to offer services to any person or entity.
14. In order to create a User Account, the Customer should complete the Registration Form available on the Website. In the Registration Form the following data should be provided:
  - a) e-mail address, password,
  - b) Name, surname, street number, house/location, postal code, city, province, country, telephone number and select "Create Account" icon.
15. In the absence of availability of the above-mentioned Registration Form, the Customer - wishing to use the option of creating a User Account - shall notify 3D Bistro of his wish to create a User Account by sending the relevant information to the Service Provider's e-mail address, i.e.: [print@3dbistro.com](mailto:print@3dbistro.com).
16. After performing the actions indicated in points 14. or 15. above, a confirmation of the registration shall be sent to the e-mail address provided during registration a confirmation of the registration shall be sent to the e-mail address provided by the Customer together with confirmation of activation of the User Account. In order to complete the procedure of registration of the User Account, the activation link attached in the body of the e-mail must be selected.
17. The Customer gains access to the User's Account panel through a login and password. 3D Bistro shall not be liable for any loss or damage resulting from the lack of security of the User Account by the Customer (e.g. disclosure of the password to third parties).
18. The agreement for the provision of services by electronic means, consisting in maintaining a User Account, is concluded for an indefinite period of time.
19. The service consisting in maintaining a User Account is provided free of charge.
20. If the Customer resides or resides outside the European Union, registering an account automatically entitles the Service Provider to send the Customer e-mails containing marketing information, information about promotions, special offers and other correspondence related to the promotion of services provided by 3D Bistro. If the Customer resides or resides permanently in the European Union, he/she may agree to receive such

information by checking the appropriate box on the User Account settings page. The Customer may, at any time, resign from receiving such information, by deactivating this function on the User Account settings page.

21. Agreement for electronic provision of services consisting in maintaining the User Account may be terminated by the Customer at any time without giving reasons by sending an appropriate declaration of intent in electronic form to the e-mail address of the Service Provider, i.e.: [print@3dbistro.com](mailto:print@3dbistro.com) or send this declaration in writing to the address: 3D Bistro sp. z o.o., ul. Budziszynska 19/27, 60-179 Poznań.
22. 3D Bistro may terminate the contract for electronic provision of services consisting in maintaining a User Account to anyone, at any time, without notice and for any reason. 3D Bistro shall terminate the contract for electronic provision of services consisting in maintaining a User Account in the event that the Customer provides unlawful content or conducts activities that jeopardise the security of the IT system of the Website, as well as in the event of closing or liquidation of the Website. Termination of the agreement by the Service Provider shall take place by sending an appropriate declaration of intent in electronic form to the Client's e-mail address.

#### **IV. Concluding and terminating agreements for provision of services by electronic means consisting in placing an Order and its execution**

23. The materials available on the Site, in particular advertisements, price lists and other information about goods or services, including prices or product parameters, constitute an invitation to conclude an Agreement within the meaning of Article 71 of the Civil Code of 23 April 1964 (Journal of Laws of 2022, item 1360, i.e.) and should not be considered an "offer" of the Service Provider.
24. In order to place an Order, you need to provide the following data and perform the following actions:
  - a) indicate the name and surname of the Ordering Party, and in case of a businessman, additionally the business name and Tax Identification Number of the businessman;
  - b) indicate your e-mail address and telephone number;
  - c) indicate address details: street, house/flat no., postal code, town, province, country;
  - d) choose the form of payment and method of delivery;
  - e) determine the technology and material in which the 3D print is to be made;
  - f) determine the technology of 3D print finishing (polishing, staining, varnishing);
  - g) provide the Service Provider with a digital 3D model, which is the subject of the service or commission the preparation of a digital 3D model to the Service Provider.
25. The Customer has the option of placing an Order by using one of the following options:
  - a) by mail to the following e-mail address: [print@3dbistro.com](mailto:print@3dbistro.com).
  - b) by phone at: +48 538 918 025.
  - c) via the Service Provider's website located at the following address: <https://www.3dbistro.com/>.
26. Customer may place an Order through Service Provider's Website by:
  - a) placing an Order as a Customer having a User Account on the Website;

- b) placing an Order as a "Guest", i.e. a Customer who does not have a User Account on the Website.

27. Placing an Order by a Customer who has a User Account on the Website requires:

- a) logging in the User Account by the Customer;
- b) completing the Order Form by:
  - a) uploading a file with a digital 3D model to the Form - via the "Select File" icon);
  - b) indication of the preferred technology and material for 3D model printing;
  - c) indicating the preferred finish (processing) of the 3D model - available options are: staining, varnishing and polishing;
  - d) indication of the quantity of the ordered 3D model printout,
- c) approval of the completed Order Form;
- d) provide information necessary for delivery of the 3D printed model to the Customer, i.e.: indicate the preferred method of delivery and address data;
- e) make payment in accordance with the method of payment chosen by the Customer.

28. Placing an Order by a Customer who does not have a User Account on the Website requires:

- a) submission by the Customer of an inquiry via the 3D Printing Quotation Form ("3D Printing Quick Quote"), available at the following website address: <https://www.3dbistro.com/shop/cart>;
- b) obtaining by the Customer, by way of e-mail correspondence, a response to an inquiry including feedback in which 3D Bistro:
  - i. will confirm the possibility of printing the 3D model, in accordance with the submitted request for quotation, or with the need to make certain modifications to the submitted request for quotation / 3D model;
  - ii. will indicate the customer data;
  - iii. indicate data concerning the subject of the Order (quantity, size, material, processing technology - varnishing, staining, polishing);
  - iv. will indicate the net price of 3D model printout including taxes;
  - v. will specify the estimated expected completion date of the Order;
  - vi. will present information about the methods accepted by 3D Bistro for delivery of the 3D printed model to the Customer, together with the delivery price;
  - vii. provide information on additional services, if any, and the price thereof;
  - viii. shall present information on the methods of payment accepted by 3D Bistro for the execution of the Order;
  - ix. indicate the expiry date of the offer for completion of the Order;
- c) sending by the Customer to 3D Bistro, by e-mail correspondence to the e-mail address: [print@3dbistro.com](mailto:print@3dbistro.com), a statement constituting an Order for 3D model printout in accordance with the 3D Bistro offer;
- d) confirmation by 3D Bistro to the Customer, by means of electronic correspondence (e-mail) or by telephone, the fact of receiving an Order;

- e) confirmation to the Customer by 3D Bistro, by electronic correspondence (e-mail) or by telephone, of the fact that the Order is accepted for execution.

29. When filling out the 3D Printing Quotation Form, please:

- a) indicate your telephone number so that a representative of 3D Bistro can contact you in connection with your inquiry;
- b) indicate your e-mail address, in order to enable contact on the part of a representative of 3D Bistro, sending 3D printing service valuation, conducting correspondence on the subject of the submitted inquiry and later, possible implementation of the Order;
- c) indicate the subject to which the request relates;
- d) indicate the content of your inquiry (specify the content of your inquiry);
- e) indicate the preferred technology and material for 3D model printing;
- f) indicate the preferred finish (treatment) of the 3D model - available options are: staining, varnishing and polishing.
- g) upload the file with the digital 3D model to the Form - via the "Choose file" icon;
- h) select the quantity of 3D model to be printed.

Validation and sending of the inquiry is done by selecting (clicking) the "Send" icon.

30. As soon as the Customer receives an e-mail message containing confirmation of acceptance of the Order for processing by 3D Bistro or receives a phone call on this subject, a Sales Agreement shall be concluded between the Customer and 3D Bistro. Confirmation, making available, recording and securing the content of the concluded Agreement of Sale shall take place by sending the Customer an e-mail message containing confirmation of concluding the Agreement of Sale along with identification of the Order, expected date of its realisation and a URL (Uniform Resource Locator) link enabling to follow the particular stages of completion of the Order.

31. Confirmation of Order acceptance for execution shall be effective as of the date on which the Order confirmation is sent to the Customer. If 3D Bistro cannot accept the Order from the Customer, 3D Bistro shall contact the Customer via e-mail, to the e-mail address indicated by the Customer in the inquiry or Order. The Customer is obliged to verify the details of the Order contained

in the correspondence sent via e-mail (e-mail confirming acceptance of the Order for execution). In the event of errors occurring

in the Order, the Customer shall contact 3D Bistro immediately, no later than by the time 3D Bistro commences processing the Order, by sending an e-mail to the following e-mail address: [print@3dbistro.com](mailto:print@3dbistro.com) and indicating any perceived errors in the Order.

Lack of information from the Customer on the occurrence of errors in the content of the Order shall mean,

that the Customer accepts the content of the Order indicated in the electronic correspondence (e-mail) constituting confirmation of acceptance of the Order for execution and expects the execution of the Order in accordance with the content of the Order contained in the electronic correspondence (e-mail) constituting confirmation of acceptance of the Order for execution.

32. Customer shall be responsible for ensuring that all information provided in the request for quotation or Order is accurate and complete and that the specifications for Customer's Order are in accordance with 3D Bistro's instructions and its manufacturing standards and take into

account all manufacturing and other limitations set forth by 3D Bistro in Exhibits A and B to the Terms and Conditions or otherwise made available to Customer.

33. In case when the Customer orders 3D model print according to his own design or on the basis of materials supplied by him, in order to place an Order he should provide 3D Bistro with a ready-to-print digital 3D model in an appropriate format (e.g.: stl, obj, iges, stp, step, 3dm, 3mf, etc.), via e-mail correspondence or through the Service. Before proceeding with the order 3D Bistro reserves the right to verify the digital 3D model provided by the Customer, as well as whether the printer's software correctly reads the file and has the ability to print the subject of the Order.
34. In the event that the Order raises any doubts with 3D Bistro, in particular of a technical nature, 3D Bistro reserves the right to cancel the Order at any stage of its execution. 3D Bistro may, at any time during the process of valuation, order and production, cancel and/or cancel the Order, especially if it is based on a 3D model - STL file, which contains connected parts (i.e. when the elements shown in one 3D model - STL file are in fact separate parts) or if there are other technical reasons to do so, in particular those described in the document "3D Printing Guidelines", constituting Appendix B to the Regulations). Reasons for withdrawal by 3D Bistro from realization of the Order may also be: unfeasibility of the 3D model; infringing feature of the 3D model (see Appendix A to the Regulations) or the destination of delivery indicated in the Order by the Customer. In the event of partial or full cancellation of an Order by 3D Bistro (withdrawal from the realisation of the Order in whole or in part), 3D Bistro shall contact the Customer via e-mail, informing of the reasons for cancellation of the Order in whole or in part.
35. 3D Bistro's determination that a Customer's 3D model violates 3D Bistro's "Acceptable Use Policy", attached as Exhibit A to the Terms and Conditions, shall:
  - a) before commencement of performance (printing) of the Order - refusal of performance of the Order by 3D Bistro, cancellation of the Order and refund of the money paid by the Customer for the price of the Order;
  - b) during fulfilment (printing) of the Order - refusal to continue the process of realisation of the Order by 3D Bistro, cancellation of the Order, impossibility of dispatch and delivery (release) of the Order or its realised part to the Customer; return of funds paid by the Customer towards the price of the Order, reduced by costs incurred by 3D Bistro in connection with initiation of the process of realisation of the Order;
  - c) after completion (printing) of the Order - cancellation of the Order, lack of possibility of dispatch and delivery (release) of the Order to the Customer; refund of funds paid by the Customer for the price of the Order, less costs incurred by 3D Bistro in connection with implementation of the Order.
36. In the event that the Customer orders a 3D model according to his own design or based on materials or guidelines provided by him, the Customer shall be solely responsible for the preparation and development of the digital 3D model. In such case, the Customer shall also be solely responsible for the quality, durability, functionality, aesthetics and suitability of the Order based on such 3D model.

37. 3D Bistro provides 3D printing according to the project (3D model) and according to the technical capabilities of its 3D printers, after the presentation of a 3D digital model by the Customer. 3D Bistro makes every effort to realize the Order in the highest possible quality.
38. 3D Bistro guarantees only that the completed Order (3D printed model) will generally meet the characteristics of a 3D model within the limitations of 3D printing technology, in particular will have all the features that are described in Appendix B. to the Regulations. 3D models produced by 3D Bistro, I as well as services and content, are provided "AS IS", "AS AVAILABLE" and WITHOUT WARRANTIES OF ANY KIND, express or implied, including, but not limited to, implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. 3D Bistro DOES NOT WARRANT that:
- a) Services will be secure or available at a specific time or location;
  - b) any defects or errors will be corrected;
  - c) any content or software available on or through the services will be free of viruses or other harmful components;
  - d) the results of using the services will be in accordance with the Customer's requirements or expectations. Customer's use of the services is solely at Customer's own risk.
39. If an Order is based on a digital 3D model provided by the Customer, the Customer is solely responsible for the design specifications and performance of the 3D printed model. 3D Bistro does not provide any warranty for the 3D printed models and does not guarantee that the 3D model will be suitable for any particular purpose. 3D Bistro is not responsible for the Customer's choice of materials to be used for the Order. The Customer is solely responsible for the choice of materials in terms of their compliance with the specifications and performance of the 3D model.
40. The Customer declares that all materials provided by him, in particular the 3D digital model and any 2D technical drawings provided by the Customer, do not infringe any rights of third parties, and the Customer has all rights to dispose of these materials and releases 3D Bistro from any claims related to these materials made by third parties.

## **V. Order completion**

41. The subject of the Order are non-refabricated items manufactured at the Customer's request, according to the Customer's specifications and serving to meet the individualized needs of the Customer. The Order is realised using the version of the 3D model file that existed at the moment of placing the Order by the Customer, in accordance with the content of the Order resulting from the electronic correspondence (e-mail), which constitutes confirmation of acceptance of the Order for execution by 3D Bistro.
42. Orders shall be fulfilled after the payment is made by the Customer or after the requirements for the chosen payment method are met. For Orders paid by credit card, as well as via PayPal or any other payment provider, 3D Bistro shall begin production of the Order after



authorization and receipt of payment. In the case of Orders paid by bank transfer, 3D Bistro shall commence production upon receipt of funds on 3D Bistro's bank account.

43. 3D Bistro shall release the subject of the Order to the Customer only and exclusively after the payment of the entire amount constituting the price of the Order is credited to the bank account, unless the parties to the Contract agree otherwise in writing.
44. Cancellation of the Order or its modification by the Customer without the consent of 3D Bistro shall be possible only until the moment of confirming acceptance of the Order for execution by 3D Bistro.
45. The Customer may not cancel the Order or make any changes to it without the consent of 3D Bistro, after receiving a confirmation from 3D Bistro about accepting the Order for fulfilment. Cancellation of an Order after receiving a confirmation of acceptance of the Order for execution is admissible only in exceptional situations - after prior agreement in writing with 3D Bistro on terms of cancelling the Order (including e-mail form). 3D Bistro reserves the right to charge the Customer with the actual costs incurred up to the moment of cancellation - not more than the value of the Order.
46. 3D Bistro realizes deliveries on the territory of the Republic of Poland and abroad, via courier companies, InPost parcel machines, the Polish Post Office and other entities providing courier, postal or transport services.
47. Verification of the possibility of delivery of the Order to the address indicated by the Customer shall take place at the stage of verifying the Order by 3D Bistro. Negative verification of the possibility of delivery of the Order to the address indicated by the Customer shall be an obstacle to the acceptance of the Order for execution by 3D Bistro. 3D Bistro shall inform the Customer via electronic correspondence (e-mail) that the Order cannot be delivered to the address indicated by the Customer in the Order.
48. The Customer shall have the option to agree with 3D Bistro individual terms concerning the manner of packaging or delivery of the Order. Individual arrangements between the Customer and 3D Bistro shall be made in writing (including e-mail form), otherwise being null and void. Any additional costs incurred by 3D Bistro as a consequence of individual arrangements with the Customer shall be charged to the Customer.
49. The dates of dispatch and delivery of the subject of the Order indicated in confirmation of the Order by 3D Bistro are estimates only and may be subject to change. 3D Bistro shall inform the Customer of any changes in terms of dispatch and delivery of the Order by electronic correspondence (e-mail), indicating the new, most probable term of dispatch and delivery of the Order. 3D Bistro shall make every effort to dispatch and deliver the Order within the period indicated in the electronic correspondence (e-mail), which constitutes confirmation of acceptance of the Order for execution.
50. 3D Bistro shall not be responsible for any damage and shall not assume any costs arising in connection with a delay in dispatch or delivery of an Order in relation to the time indicated in the confirmation of acceptance of the Order for execution, if the cause of the delay is related to errors of the design (3D model) submitted by the

Customer, the material supplied by the Customer or resulting from the Customer's failure to properly cooperate with 3D Bistro for the execution of the Order.

51. The Customer shall bear the full fee for delivery of the completed Order to the address indicated by the Customer. This fee is each time indicated in the course of selecting the form of delivery when placing an Order.
52. 3D Bistro shall not be responsible for late delivery of the Order for reasons attributable to a professional entity entrusted with the delivery of the Order to the Customer.
53. Risk of loss of or damage to the subject of the Order shall pass to the Customer when the completed Order is handed over for delivery to the Customer.
54. The Customer shall be obliged to check the condition of the delivered subject of the Order in the presence of an employee of the company through which the Order was delivered. In the event of damage being detected, it is necessary to draw up a damage protocol with photographic documentation of the damage discovered and its description. Failure to draw up the damage protocol together with the photographic documentation of the damage discovered and its description may, in certain circumstances, make it significantly more difficult or impossible to prove that the damage to the Order subject occurred during its transport to the Customer, and consequently significantly affect the Customer's rights.

## **VI. Prices and payment**

55. Prices indicated on the Website constitute an invitation to conclude an Agreement within the meaning of Article 71 of the Act of 23 April 1964 Civil Code (Journal of Laws of 2022, item 1360, i.e.) and are not to be equated with an "offer" of the Service Provider. 3D Bistro reserves the right to change prices on the Website at any time, without prior notice. 3D Bistro makes every effort, to prevent any errors in the prices presented on the Website.
56. In order to obtain information about the current price of a particular service or product, the Customer should contact 3D Bistro directly with an appropriate inquiry, by sending an e-mail to the e-mail address: [print@3dbistro.com](mailto:print@3dbistro.com). Customer having his own 3D digital model, being the subject of 3D printing service, has also the possibility of using the Valuation Form, available at the website address of the Service Provider: <https://www.3dbistro.com/shop/cart>.
57. The prices indicated on the Service are exclusive of any taxes or other governmental charges, including but not limited to VAT, customs duties or government fees.
58. 3D Bistro shall inform the Customer of the total costs related to the execution of the Order in the electronic correspondence (e-mail), constituting a response to the Customer's inquiry or information confirming receipt of the Order. Information on the total costs of processing the Order shall include information on:
  - a) the net price of performance of the subject matter of the Order;
  - b) the amount of VAT added to the net price of the Order;
  - c) the price of delivery of the Order to the address indicated by the Customer;
  - d) prices for additional services.

59. The Customer shall be obliged to pay to 3D Bistro the amount constituting the total cost of completion of the Order, i.e. including both the net price of completion of the subject matter of the Order and all applicable taxes, governmental charges or duties applicable to the Customer's Order.
60. 3D Bistro accepts the following payment methods:
- a) transfer of funds to 3D Bistro bank account, including with the use of Przelewy24 service and BLIK application;
  - b) payment by payment card - VISA, MASTERCARD, Maestro, JCB,
  - c) payment via PayPal
59. A Customer who has chosen to pay for an Order via PayPal will be redirected to the PayPal.com website. 3D Bistro assumes no responsibility for the payment process made through PayPal.com or any other payment provider's website. Buyer should refer to the terms and conditions of PayPal or other payment provider.
60. 3D Bistro uses a third-party payment processor ("Payment Processor") to bill Customer, via the payment account associated with your Account ("Billing Account"), for use of 3D Bistro's services. Payment processing is subject to the terms, conditions and privacy policy of the Payment Processor in addition to these Terms and Conditions. 3D Bistro is not responsible for errors made by the Payment Processor.
61. By electing to use 3D Bistro's services, Customer agrees to pay 3D Bistro, through the Payment Processor, all fees at the then-current prices for the use of 3D Bistro's services, in accordance with the applicable payment terms, and authorizes 3D Bistro, through the Payment Processor, to charge the payment service provider of its choice ("Payment Method") therefor. Customer agrees to make payment using the selected Payment Method. 3D Bistro reserves the right to correct any errors or mistakes it makes, even if it has already requested or received payment.
62. If a Customer makes a payment in a currency other than the currency in which the payment is made, the payment company (e.g., credit card or bank card issuer) or third party payment processor may apply its own exchange rate or fees to the Customer's payment. These fees are not controlled or known to 3D Bistro.
63. Payment terms will depend on the Payment Method selected by Customer and may be set forth in agreements between Customer and the financial institution, credit card issuer or other provider of the Payment Method selected by Customer. If through a Payment Processor, 3D Bistro does not receive payment from Customer, Customer agrees to pay 3D Bistro on demand all amounts due from Customer's checking account.
64. If the amount to be debited from the Customer's checking account differs from the amount the Customer initially authorized (except for the imposition or change in the amount of sales taxes on sales), the Customer will receive notification from 3D Bistro of the amount to be debited and the date of the debit, prior to the scheduled transaction date. Any agreement entered into by Customer with a payment service provider will govern Customer's use of the of the Payment Method. The Customer agrees that 3D Bistro may accumulate the charges incurred and presenting them as one or more total charges during or at the end of each billing cycle.

65. Any discount codes or other promotions that provide access to 3D Bistro's paid services must be used within the specified time period of the promotion or discount code.

## **VII. Withdrawal from the Agreement**

66. A consumer who has concluded a remote agreement may, without giving any reason, withdraw from that agreement within 14 days. To meet the deadline it is sufficient to send a statement before its expiry. A declaration of withdrawal from a contract may be submitted in electronic form to the address: print@3dbistro.com or in writing to the address: 3D Bistro sp. z o.o., Budziszynska Street 19/27, 60-179 Poznań. **The right of withdrawal from an agreement concluded outside the business premises or remotely is not entitled to the Customer who is not a Consumer at the same time.**
67. **The right to withdraw from the agreement concluded off-premises or at a distance does not apply to the Consumer in the case specified in Article 38 point 13 of the Act of 30 May 2014 on consumer rights, i.e. in the case of an agreement in which the subject of performance is a non-refabricated thing, produced to the consumer's specification or used to meet his individualized needs.**
68. The Consumer shall not bear the costs of withdrawal from the Agreement, unless he/she has chosen a method of delivery of the subject of the Order other than the cheapest ordinary delivery method offered by 3D Bistro. 3D Bistro shall not be obliged to reimburse the Consumer for any additional costs incurred by the Consumer. Such costs shall be borne by the Consumer.
69. 3D Bistro shall immediately send to the Consumer on a durable medium an acknowledgement of receipt of statement of withdrawal from the Agreement to the Consumer's e-mail address.
70. The Consumer shall be obliged to send 3D Bistro the Order indicated in the declaration of withdrawal immediately, but no later than within 14 calendar days from the date of submission to 3D Bistro of the declaration of withdrawal from the Agreement.
71. In the case of withdrawal from a distance contract, the contract shall be considered not concluded.
72. If the Consumer has made a declaration of withdrawal from the contract before 3D Bistro has confirmed acceptance of the Order, the Order shall cease to be binding. 3D Bistro shall be obliged to immediately, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the contract, return to the Consumer all payments made by the latter, including the costs of delivery of the goods, except for additional costs resulting from the delivery method chosen by the Consumer other than the cheapest ordinary delivery method available on the Website.
73. 3D Bistro shall refund the payment using the same method of payment used by the Consumer unless the Consumer has expressly agreed to a different method of refund, which does not entail any additional costs for him. In the case of payment by payment card, the refund shall be made directly to the Consumer's card.
74. If 3D Bistro has not offered to collect the subject of the Order from the Consumer itself, it may withhold the refund of the payment received from the Consumer until it has received

the goods back or the Consumer has provided proof of their return, whichever event occurs first.

75. The Consumer shall return the subject of the Order to 3D Bistro or hand it over to a person authorised by 3D Bistro to collect it immediately, however no later than within 14 days from the date on which he/she withdraws from the agreement, unless 3D Bistro offered to collect the subject of the Order itself. The product shall be returned to 3D Bistro Sp. z o.o., Budziszynska 19/27, 60-179 Poznan, marked "RETURN".
76. Withdrawal from the contract and effective return of the completed Order requires, that the completed Order to be returned is in properly protected packaging and bears no signs of use. The Consumer shall be liable for any decrease in the value of the subject of the Order resulting from its use beyond what is necessary to ascertain the nature, characteristics and functioning of the subject of the Order.
77. The consumer shall bear the direct costs of returning the goods.
78. In the event of withdrawal from the Agreement, all related agreements additionally concluded by the Customer shall expire, if based on them the performance was fulfilled by 3D Bistro or a third party pursuant to an agreement with 3D Bistro.
79. The consumer may submit a statement of withdrawal from the contract using the model form of withdrawal from the contract constituting Appendix C to these Regulations. Using form is not obligatory.
80. In the case of electronic declaration of withdrawal from the contract, 3D Bistro shall confirm receipt of the declaration of withdrawal by electronic mail (e-mail).

#### **VIII. Complaints**

81. The Customer shall examine the object of the Order (3D model) immediately upon receipt. The Order shall not be eligible for a claim if it has been altered or processed in any way by the Customer. Models marked by Customer as "Print it Anyway" or equivalent are not eligible for exchange or refund.
82. The basis and scope of 3D Bistro's liability towards the Consumer under the warranty law for physical and legal defects in the Order, are set forth in the Act of April 23rd 1964 Civil Code. 3D Bistro shall be obliged to deliver goods without defects to the Customer. Liability in this respect shall be governed by the provisions set forth in Article 556 and 556<sup>1</sup>- 556<sup>3</sup> of the Civil Code.
83. If the completed Order has a defect or is not in compliance with the Contract, the Customer shall be entitled:
  - a) to require 3D Bistro to repair or replace the completed Order with a new one;
  - b) to claim a price reduction;
  - c) withdraw from the Agreement in accordance with the applicable regulations.
84. A complaint (Complaint) should include:
  - a) data enabling the identification of the Customer as the complainant;
  - b) details of the Order under complaint;
  - c) indication of justified reservations, remarks or defects in the completed Order and photographs indicating a defective 3D print;

- d) the content of the complaint request, including the Customer's preferred action on the part of 3D Bistro.
85. Complaints should be sent to the electronic mail address (e-mail) of 3D Bistro: [print@3dbistro.com](mailto:print@3dbistro.com) or in writing to the following address 3D Bistro sp. z o.o., Budziszewska Street 19/27, 60-179 Poznań. In the event that the complaint requires supplementation, 3D Bistro may contact the Customer.
86. If the Customer wishes to withdraw from the contract, proceed in accordance with point VIII of these Terms and Conditions.
87. The complaint shall be examined within 14 days from the date of its receipt by 3D Bistro. The Customer shall be informed by 3D Bistro by mail or electronically about the manner of its consideration. If the Customer is a Consumer and has requested an exchange of goods or removal of defects or has made a declaration of price reduction, specifying the amount by which the price is to be reduced, and 3D Bistro has not responded to this request within 14 days, it shall be deemed that the request is justified.
88. 3D Bistro is responsible to the Customer if the sold product has a physical or legal defect (warranty).  
or legal defect (warranty), pursuant to the principles laid down in the Civil Code. In the case of sales that are not consumer sales, the warranty provisions of the Civil Code are excluded.
89. All remarks related to the handling of the Order, its completion date and delivery of the completed Order are not covered by this complaint procedure and should be reported directly to 3D Bistro at the electronic mail address (e-mail): [print@3dbistro.com](mailto:print@3dbistro.com) or in writing to the address: 3D Bistro sp. z o.o., Budziszewska Street 19/27, 60-179 Poznań.

#### **IX. Rules on the protection of personal data**

90. The rules of processing personal data of the Service's Clients are described in the Privacy Policy and in the Cookie Policy, available at the website address [www.3dbistro.com](http://www.3dbistro.com).
91. Execution of the Agreement entails entrusting 3D Bistro with the Customer's personal data and address data included in the form / content of the order / electronic correspondence (e-mail).

#### **X. Confidentiality**

92. 3D Bistro will not disclose and warrants that its employees will not disclose any data (including 3D CAD data), documentation, drawings and specifications provided by Customer, except to disclose such information to 3D Bistro's subcontractors to the extent necessary to manufacture, ship and sell the subject Order to Customer and to improve 3D Bistro's products and services. This limitation will not apply where there is a legal obligation or duty to disclose the information, or where the information is or becomes publicly known or is independently developed by 3D Bistro, its employees or its contractors without the use of information from Customer, or where the information is disclosed to 3D Bistro by a third party.

93. You may not use 3D Bistro's trademarks, trade names or other designations with respect to the subject matter of the Order, or publicly refer to 3D Bistro, whether in press releases, advertisements, sales literature or otherwise, except with 3D Bistro's prior written consent.

#### **XI. Final provisions**

94. Any disputes arising from the Regulations or Agreements shall be settled by a common court having jurisdiction over 3D Bistro. Any disputes arising between 3D Bistro and a Customer who is not a Consumer shall be settled by a common court having jurisdiction over the seat of 3D Bistro.  
competent for the seat of 3D Bistro.

95. The Agreement, the content of which is specified in the Terms and Conditions, shall be governed by the laws of Poland.  
and the Agreement should be interpreted in accordance with it. The choice of Polish law shall not have the effect of depriving the Consumer of the protection afforded to him by provisions that cannot be excluded by the Agreement under the law of the Consumer's country.

96. 3D Bistro has the right to make changes to the Regulations for important reasons, i.e. change of legal regulations to the extent that these changes affect the implementation of the provisions of these Regulations.

97. Announcement on the planned changes to the Regulations, together with their content, shall be published on the 3D Bistro Website no later than 14 days prior to the introduction of changes.

If the Customer does not accept the changes to the Regulations, he/she should inform 3D Bistro about it via e-mail: [print@3dbistro.com](mailto:print@3dbistro.com)

98. Failure by the Customer to inform about lack of consent for changes in the Regulations, within 14 days  
from the date of communication by 3D Bistro about introduction of changes, shall be deemed the Customer's acceptance of the new Regulations in their entirety.

99. Agreements concluded prior to amendments to the Terms and Conditions shall be governed by the version of the Terms and Conditions in force on the date of conclusion of the Agreement.  
in force as of the date of conclusion of the Agreement.

100. Annexes constitute an integral part of the Regulations.

101. The Regulations shall enter into force on 1st of September 2022

#### **XII. Attachments to the Regulations:**

- Annex A: Acceptable Use Policy
- Annex B: Form of the declaration of withdrawal from the Agreement

#### **ANNEX A - ACCEPTABLE USE POLICY**

The following terms and conditions constitute the acceptable use policy for the 3D Bistro sp. z o.o. website, available at: <https://www.3dbistro.com>.

I. Customer represents and warrants that:

1. shall use the Service only in accordance with, and understanding and agreeing to, this Acceptable Use Policy, including making appropriate certifications under this policy, as follows:
  - a) Customer understands that 3D Bistro does not accept Export Controlled Data. "Export Controlled Data" is data whose export is controlled under the laws of the European Union or the United States, depending on the location of the Order, the place of residence and/or the status of the Customer under the laws of the European Union and the United States. Under European Union law, this includes (technical) data and/or final parts that are: (1) controlled under the Common Military List of the European Union or any equivalent EU Member State, or (2) subject to EU Dual Use Regulation 428/2009 (as amended by Regulation 2019/2199). Under U.S. law, this includes technical data and/or end parts that are: (1) controlled under the International Traffic in Arms Regulations or (2) subject to the Export Administration Regulations and controlled at any level beyond EAR99.
  - b) Customer certifies that Customer's data (including 3D CAD data and drawings and/or Customer's Order) DOES NOT INCLUDE EXPORT-CONTROLLED DATA.
  - c) The Customer understands that by sending the Customer's data to the Service, the Customer may export the data to another country. 3D Bistro shall conduct its activity in the territory of the Republic of Poland, employing workers in the territory of the Republic of Poland and having printing and production partners in the territory of the Republic of Poland;
  - d) Customer certifies that it understands that it is responsible for determining and ensuring the appropriate export classification for the products and related technology and software to be provided to 3D Bistro and for complying with the prohibition on Export Controlled Data as set forth herein. 3D Bistro relies entirely on Customer to provide accurate information to ensure compliance with applicable export control laws. The export classification indicates whether the product and related technology are subject to controls, what is the relevant jurisdiction or jurisdictions, when an export license is required, and whether the product and technology qualify for exceptions to the rule. Incorrect classification can result in export control violations, which in turn can lead to significant fines and other penalties.
  - e) Customer represents and warrants that the manufacture, shipment, sale and use by 3D Bistro of the Parts or Tooling in response to Customer's Order does not violate any export control laws or regulations.
  - f) Customer represents and warrants that Customer will not, directly or indirectly: (1) sell, export, re-export, transfer, repurpose or otherwise dispose of any product, software or technology (including products derived from or based on such technology) received from 3D Bistro to any destination, entity or person prohibited by law or regulation or (2) use Parts produced by 3D Bistro for any use prohibited by law or regulation, without obtaining prior authorization from the appropriate governmental authorities as required by such laws and regulations.



2. will only use the Service in a manner consistent with 3D Bistro's Acceptable Use Policy and understands and agrees with it, as follows. Customer represents and warrants that Customer's data (including 3D CAD data and drawings), Customer's Order and/or 3D Bistro's manufacture, shipment, sale and use of Parts or Tooling:
  - a) It does not include any weapons. "Weapon" is broadly defined as:
    - i. Firearms, firearm components, or ammunition. This includes (1) any device that will, is designed for, or can readily be adapted to fire a projectile by the action of an explosive; (2) any device that can be concealed with a person from which a shot can be fired by the energy of an explosive; (3) any component integral to the safe discharge of a projectile by the action of an explosive from a device described in (1) or (2); and (4) ammunition, including casings, primers, bullets, or gunpowder intended for use in any firearm;
    - ii. Bladed weapons. This includes knives designed to cause bodily injury and any parts or components thereof. Bladed weapons include automatic knives, knives undetectable by a metal detector, stilettoes, spring blades, butterfly knives, throwing knives, folding knives, gravity knives, and camouflaged knives (e.g., a sword cane).
    - iii. Explosive Devices. This includes grenades, rockets, explosives, incendiary devices, projectiles, landmines, and associated parts or components;
    - iv. Toy guns or other objects that resemble guns. This includes paintball guns, airsoft guns, training guns, dummy guns, replica guns, and items that look like a gun or other weapon; and
    - v. Weapon-related items and/or weapon accessories. Accessories, parts or components for any weapon if those accessories/parts/components contribute to the function of the weapon and/or are attached to the item. For example, this includes scopes, mounts, and knife handles because they are attached to the weapon, but does not include a knife case or holster because they are neither attached to nor contribute to the functioning of the weapon.
  - b) does not contain any critical (functional) parts for aerospace, water, marine, automotive or medical applications
  - c) does not infringe, misappropriate or violate any intellectual party's rights (including, but not limited to, copyrights, patents, design rights, trademarks, trade secrets or other proprietary rights) or any rights of a third party
  - d) does not contain information that is false, inaccurate, misleading, harassing, racially or ethnically offensive, discriminatory, harmful to minors, defamatory or libelous, including information used to manufacture counterfeit goods;
  - e) do not conflict with or violate any applicable law, regulation or public policy; and
  - f) does not violate our Export Control Policy.
3. has understood and accepts that the use of the 3D Bistro Service to print firearms may be punishable by law. 3D Bistro has a (statutory) obligation to report Customer Content and/or Firearm Orders that it deems to be reasonably suspicious.

- II. 3D Bistro reserves the right to reject any use of the Service and/or Order based on Customer Content that, in 3D Bistro's sole discretion, violates this Policy. It is and remains Customer's sole responsibility to comply with this Acceptable Use Policy when using the Service and/or placing Orders. 3D Bistro is under no obligation to review Customer Content before accepting or fulfilling an Order or outsourcing the production of Parts to its production partners.
- III. If Customer has any doubt as to whether its use of the Service and/or Customer Content, and/or the manufacture, shipment, sale and use of Parts or Tooling by 3D Bistro, is permissible under this Acceptable Use Policy, Customer should refrain from using the Service and should not submit its information to 3D Bistro.

**ANNEX B - WITHDRAWAL FORM (MODEL)**

/place, date/ .....

.....  
 .....  
 .....  
 /Consumer's name  
 /consumer address

**3D Bistro Sp. z o.o.**  
**Budziszyńska street 19/27**  
**60-179 Poznan**

**Statement  
 of withdrawal from a distance contract  
 or off-premises**

I ..... hereby give notice of my withdrawal from the contract of sale of  
 the ..... following ..... items

.....  
 .....

....., concerning Order No..... dated  
.....

Contract Date: .....

Order receipt date: .....

.....

/Consumer's signature