

## **Terms and conditions & Privacy**

updated: Feb 22nd 2018

Version: 3

3D PRINT N SCAN LTD. TERMS AND CONDITIONS & PRIVACY, CONSTITUTE A BINDING AGREEMENT FOR ALL LEGAL PURPOSES BETWEEN YOU AND 3D PRINT N SCAN LTD.

IF YOU ENTER INTO AN AGREEMENT, ON BEHALF OF AN ENTITY, PERSON OR ORGANIZATION, YOU WISH TO REPRESENT, YOU AGREE YOU HAVE THE RIGHT, CAPACITY & AUTHORITY TO AGREE TO SUCH AN AGREEMENT, WHICH WILL BE BINDING.

3D PRINT 'N' SCAN LTD. ("WEBSITE" OR "OUR SITE") IS A SITE OPERATED BY 3D PRINT 'N' SCAN LTD. ("WE" OR "US").

PLEASE READ THESE TERMS AND CONDITIONS & PRIVACY, CAREFULLY BEFORE USING THE WEBSITE, AND OR SUBMITTING FILES OF ANY KIND TO 3D PRINT 'N' SCAN SERVICES EITHER DIRECTLY OR ON THE WEBSITE.

BY CHOOSING TO USE 3D PRINT N SCANS WEBSITE OR ANY OF 3D PRINT 'N' SCAN LTD. SERVICES FROM THE WEBSITE OR BY DIRECT CONTACT, YOU AGREE, YOU HAVE FULLY READ & UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS & PRIVACY, AND ANY CHANGES TO THIS AGREEMENT, AND OR OTHER SUPPLEMENTED TERMS, THAT APPLY NOW AND MAY TAKE PLACE IN THE FUTURE, THAT SUCH MODIFICATIONS OF THE TERMS & CONDITIONS & PRIVACY, THIS DOCUMENT BEING THE CURRENT MASTER, 3D PRINT N SCAN LTD RESERVE THE RIGHT TO CHANGE ANY OF THE TERMS IN THIS AGREEMENT AT ANY TIME, WITH OR WITHOUT NOTICE, AND THAT WE RESERVE THE RIGHT TO CHANGE, MODIFY OR DELETE THE WEBSITE AND OR ANY SERVICES WE PROVIDE, AND THAT YOU AGREE TO BE BOUND BY THE MODIFICATIONS THROUGH CONTINUING TO USE OUR SITE, AND THAT IT IS YOUR RESPONSIBILITY TO KEEP UP TO DATE WITH ANY CHANGES THAT OCCURE.

IF YOU CANNOT AGREE TO ANY OF THE TERMS, CONDITIONS & PRIVACY OF THIS AGREEMENT, YOU MUST NOT USE ANY FEATURES OR PART OF THIS SITE, AS DOING SO WILL LEGALLY BIND YOU TO THIS AGREEMENT.

THIS AGREEMENT IS EXPRESSLY AGREED TO BE IN THE ENGLISH LANGUAGE, AND FOLLOW UK LAW, ON ENTERING INTO THIS AGREEMENT YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY LAW(S) APPLICABLE TO YOUR LOCALIZED LANGUAGE OR COUNTRY, OF ANY TYPE OR DESCRIPTION, AND AGREE TO BE BOUND BY UK LAW.

### **1. Your Account**

The Website sells products and services to individuals and organizations who have an agreement to pay by invoice/Cheque or via a PayPal account.

For the avoidance of doubt, in this agreement, we do not grant you any right(s) legally or otherwise, whatsoever in the ownership at any level, of any part of the organization 3D Print N Scan Ltd. the website, and or software used.

You agree, by agreeing to this agreement that you will not publish or transmit any robot, Trojan horse, spyware, viruses, malware, or a similar malicious file, intended to damage or disrupt the Site in any way shape or form.

You will not use the site to infringe, misappropriate or violate any third party's Intellectual Property Rights, moral rights, privacy or other personal right, or any Law(s).

You agree hereby irrevocably and unconditionally that we 3D Print N Scan Ltd. Can remove files, suspend and or close your account at any time, for any reason, without any warning in writing, verbal or otherwise.

Any suggestions you submit to us written, verbal or otherwise, you grant 3D Print N Scan Ltd. a worldwide, non-exclusive, royalty-free, fully-paid, license to use, the submitted information, in any way we see fit, including the communication, and commercial exploitation of such Feedback, for any purpose whatsoever.

**You shall not yourself, nor shall you, permit or encourage any third party to do any of the following:**

- copy or reproduce any part of the site whatsoever.
- remove, alter, or conceal, in whole or in part, any part of the site, to include but not limited to; information, intellectual property, graphics, copyrights, patent.
- modify, alter, adapt, or, otherwise attempt to discover the source code, or any other code for the website or any other parts of the website.
- Sell, rent, lease, lend, or make available, or otherwise any part or in whole the Site 3D Print N Scan, for outsourcing, time-sharing, or for use as a service bureau.
- Use the website to violate any third party's (IP) Intellectual Property Rights.
- Interfere with in any way shape or form, the security, features, protocols or coding of the Website.
- Disclose to anyone, any results of any testing or benchmarking about the website, without first receiving written consent from 3D Print N Scan Ltd. After our having reviewed your findings.
- Produce any derivative work of the website, by or by the use of the website, displayed or otherwise, to develop any services or products that are the same as or substantially similar to that, shown on the website.
- Publish or transmit any robot, malware, viruses, Trojan horse, spyware, or similar malicious item(s) which have the potential to damage or cause any disruption to the website.

3D Print 'N' Scan Ltd. reserves the right to refuse access to the Website, remove or edit content, or cancel orders and/or accounts at its discretion, with no warning, written, verbal or otherwise.

If you are under sixteen, you may use the Website only with the express permission and supervision of a parent or guardian.

If we cancel an order, it will be without charge to you, except in relation to any PayPal Terms and conditions & Privacy policies.

When you upload a file (ex; STL, OBJ, CAD) and make it available on our site to the public, you agree to the following;

- Your file will not violate or infringe any 3rd party intellectual property rights.
- Your file will not violate or infringe any copy rights.
- You will keep all licenses and consent for the files in question, for which you upload on the website.

- You irrevocably and unconditionally wave any right, during upload, while on the site, during and after removal of a file for sale to assert against 3D Print N Scan Ltd. And or any users of the website, moral, privacy or any other personal rights for your file(s) submission.
- You agree to inform 3D print N Scan Ltd immediately of any infringements, alleged or not, to do with any works, digital or otherwise uploaded to the site.
- You agree not to upload any files with pornographic, libelous, defamatory, obscene or any works that contain any traces of racial hatred of any kind
- Your account will be suspended, if legal action is taken against you, until there is an outcome.

If you lose the right to the ownership and or use of the file(s), they will be removed from the site, and 3D Print N Scan, may terminate your account completely, or take other action, legal or otherwise ourselves.

- You agree to reimburse 3D Print N Scan Ltd. For any costs accrued, in the event of any legal action taken against you, of any type or description, while using our website, and you hereby agree irrevocably and unconditionally, it is your responsibility, and not that of 3D Print N Scans, and to pay any compensation within 14 days, after a verdict has been reached.
- If a legal dispute occurs, you agree 3D Print N Scan Ltd. can give any information on you and or your account to the legal advisors, self-representing or not, of both parties, to resolve the case.
- That you are solely responsible and liable for your file uploads, and any legal action that may take place, and you will not hold or assert against 3D Print N Scan Ltd for any actions whatsoever, and that you agree to be held responsible for any breach in the law what so ever, in any way shape or form, for your actions on our, website.
- That 3D Print N Scan Ltd. has no obligation to accept, display, review, or maintain any of your file uploads.
- That we do not have to enforce any of your copy right(s), Intellectual Property Right(s) for and from file uploads on our-site, and that you hereby agree irrevocably and unconditionally, it is your responsibility, and not that of 3D Print N Scans.
- That we 3D Print N Scan ltd. Can remove files, suspend and or close your account at any time, for any reason, without any warning to you in writing verbal or otherwise.

## **2. Ownership**

For the avoidance of doubt, you the seller retain ownership of all Intellectual Property Rights for your file upload(s), and that we 3D Print N Scan Ltd, have permission to use your data for advertising purposes, and you grant 3D Print N Scan Ltd. a worldwide, non-exclusive, royalty-free, fully-paid, life time license to use, the submitted information, in any way we see fit, including the communication, and commercial exploitation of such Feedback, for any purpose whatsoever.

You the seller agree, the files uploaded and or sold, that you have granted 3D Print N Scan Ltd a perpetual, irrevocable, transferable, royalty-free, world-wide license in the Licensed Intellectual Property you upload, with the right to grant sublicenses, to make, have made, sell, use, offer to sell, copy, import, distribute and modify any uploaded files and or data.

The re-sale of any data and or products sold through the 3D Print N Scan Ltd. website to 3<sup>rd</sup> parties is expressly prohibited, weather freely available, for sale or download under this agreement.

Termination of your account with 3D Print N Scan Ltd, you agree to give 3D Print N Scan 30 days' notice for termination of your account in writing, and at the end of the notice term, any respective license you have granted ends, but does not terminate or affect any existing license(s) already granted.

You agree for the avoidance of doubt, in this agreement, we do not grant you any right(s) legally or otherwise, whatsoever in the ownership at any level, of any part of the organization 3D Print N Scan Ltd. Or other names, Domains, intellectual property or copyrights of the website, organization, property and or software used, that you agree not to try and claim any part of the organization and or website, in using it.

### **3. Privacy**

Our Privacy Policy, together with the fraud prevention sections below, explains how the personal information we collect from you will be used, and you hereby acknowledge, and agree we may collect, store and use information about your use on the 3D Print N Scan Ltd. Site.

### **4. Accuracy**

You agree no liability for accuracy shall be accepted for drawings, digitalized data or other accuracy specified and agreed between you and 3D Print N Scan Ltd. Or its employees for the services provided.

### **5. Order issues**

You agree that products and/or services may become unavailable at any time from the date of the Order/Quote, or Confirmation Email.

Whilst we will make every effort to supply you with the products listed on the quote attached to the order Confirmation Email, there may be times when we are unable to supply products and or services, either available products/services or pre-ordered products/services because, for example:

The equipment the products/services are produced on are no longer serviceable or are being repaired and or maintained or there was a pricing error on the Website and or quote.

In such circumstances, we will contact you to let you know and may suggest alternative products or services that you may wish to use instead.

If you do not wish to accept our suggested alternatives, we will cancel your order in relation to the products and or services that we cannot supply and refund you any money that you may have paid to us in respect of those products and or services.

In the event of a typographical error or technological error causing a mistake in prices published on the Website, or sent in a quote, we reserve the right to correct the error and to charge you the correct price.

Before we do so, we will notify you of the mistake and will offer you the opportunity of a full refund.

3D Print 'N' Scan Ltd. reserves the right to hold any orders prior to shipping/Mailing for security review.

3D Print 'N' Scan Ltd. only delivers within the UK, Northern Ireland, Scottish Highlands and Islands, except for digital downloads.

In the event that an order is accidentally/purposely placed for a delivery to a location where we do not deliver to, the order will be cancelled and a refund processed.

With regards to 3D files which are provided and made available to you by 3D Print N Scan Ltd. Through our shop, on an "as is" basis and with all faults, without any warranty, guarantee or condition of any kind whatsoever, whether express, implied or statutory, but at our discretion we may choose to refund you, send you a replacement file or offer you a different file of the same value at our expense, a detailed description of the fault will be required, if this happens, so we can rectify the fault, for other users and customers.

## **6. Fraud prevention, fraud screening and age and identity verification checks**

By confirming your order, and or after, you receive our quote, in writing by email to us, you will be indicating that you have read, understood and agree to these e-commerce terms and conditions and that you consent explicitly to your personal information being used by us, its third-party service providers and Fraud Prevention Agencies for the following purposes:

If you have any questions at all about this, please contact us at info@3dprintnScan Ltd before you proceed with your purchase of our products and services.

**YOU SHOULD NOT CONFIRM YOUR ORDER, UNLESS YOU CONSENT TO THIS USE OF YOUR PERSONAL INFORMATION AND IF YOU CANNOT AGREE TO ANY OF THE TERMS, CONDITIONS & PRIVACY OF THIS AGREEMENT, YOU MUST NOT USE ANY FEATURES OR PART OF THIS SITE, AS DOING SO WILL LEGALY BIND YOU TO THIS AGREEMENT.**

You agree all of your personal information including your full name and address can and will be used for fraud prevention, fraud screening and age and identity verification purposes.

This personal information will also be disclosed to third parties providing fraud prevention, fraud screening and age and/or identity verification services us.

This personal information may be disclosed to and used by fraud prevention agencies, for all such purposes and those agencies may keep a record of it where permitted by the Data Protection Act 1998 (as amended and/or replaced from time to time) and that you hereby agree irrevocably and unconditionally that your personal data can be used for this purpose.

As part of this, we may check the following records about you:

our own records;

records held by third parties providing services to us;

and records at fraud prevention agencies.

The checks described above may include assessing and verifying identities to prevent and detect fraud.

As explained above, personal information about you may be sent by us to fraud prevention agencies and recorded by them.

All such information may be supplied by the fraud prevention agencies, and to other organizations in order that they may perform similar fraud prevention, fraud screening and age and identity verification checks against you, including and or as part of online transactions and otherwise.

Information about you is usually held on your file for six years.

Some information may be held for longer, for example, where a court has ordered that a bankruptcy restrictions order should last more than six years.

If information is held for longer than it is supposed to be, you can ask for it to be removed.

In addition, we may give details of the payments you make to fraud prevention agencies.

If you give us false or inaccurate information about yourself and if we suspect fraudulent payments and/or identity fraud, we will record this and may also pass this information to fraud prevention agencies and other organizations involved in crime and fraud prevention.

We and other organizations may access and use information which relates to you and which is recorded by fraud prevention agencies in other countries.

This section provides a short explanation, about how your personal information may be used by us, and is not limited to, what has been shown in this section.

## **7. Our Contract**

When you place an order to use our services from the Website, or by direct email, we will send you an email with an attached quote or receipt of purchase, confirming your order and containing the details of your order.

Your order only represents an offer to us, to purchase and use our services, confirming that we have received the order.

Acceptance for purchase and use of our services, will not be complete at the time we send the Order Confirmation Email and quote to you, except on purchases of 3D files, through our shop, where you will receive a download link or the electronic file for the 3D file purchased.

Only on receipt by return email having received your quote, for all services other than our shop, with your express permission in writing, will you be seeking to enter into a contract with 3D Print 'N' Scan Ltd.

This contract is legally binding when you have agreed to the quote received by us, by having replied in writing, accepting you wish to use our services.

This contract is legally binding, on using our website for any purpose.

If you wish to cancel your order after this time, it is down to the discretion of 3D Print 'N' Scan Ltd. If we waver any cost associated with the order, in full or in part, and you may be liable for the full cost of any products and or services agreed.

3D Print 'N' Scan Ltd. will retain the title, documents and full intellectual property rights of any and all services and or products, related to the contract until full payment has been made, and has been received by 3D Print 'N' Scan Ltd. by you, and/or your business, unless we notify you in writing otherwise.

## **8. Pricing and availability**

All prices are quoted in Pounds Sterling (GBP) and are exclusive of VAT unless otherwise specified.

All products and services priced, are exclusive of delivery charges.

Delivery charges are by Royal Mail and can be found here (<http://www.royalmail.com/business/price-finder>), and are calculated prior to manufacture.

Sellers on our shop are responsible for paying TAX & VAT on their earnings/royalties and any other charges and that you hereby agree irrevocably and unconditionally to declare and pay such duties.

We 3D Print 'N' Scan reserve the right to charge for additional products, added on after the original quote price.

Please note that shipping dates are estimates only.

Unless otherwise stated, dispatch dates are not guaranteed and should not be relied upon.

As we process your order, we will inform you by email if any products and or services you have ordered are subsequently found to be unavailable.

Despite our best efforts, a small number of the products and or some services on the Website or Quote(s) may be miss-priced.

If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product, and refund you the difference.

If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping the products or cancel your order and notify you of such cancellation.

Products sold on our online shop are priced and sold as per the displayed value, and that the seller hereby agrees irrevocably and unconditionally, to honor the price shown, at the time of sale, albeit priced right or wrong, and you will accept the royalties for the price you have entered.

Sellers need to be aware, and you hereby agree irrevocably and unconditionally, you will receive a royalty payment equal to 60% of the sale price displayed on/in our shop, within 2 weeks of the month following the sale of one or more of your products, and that 3D Print N Scan Ltd. will be entitled to receive the other 40% deducted from the sale, when a product is purchased through our website, and that sellers may be charged fees on top for transactions to and from their PayPal accounts, as well as taxable deductions less again on top, not by 3D Print N Scan Ltd. and that you hereby agree irrevocably and unconditionally to these losses/payments, and agree it is not 3D Print N Scan Ltd.'s responsibility in any way shape or form, to pay for these losses/payments, and the payment of TAX on your earnings/royalties, is also the seller's responsibility and not that of 3D Print N Scan Ltd. (This needs to be bared in mind whilst pricing your files and or products), and at any time at 3D Print N Scan Ltd, may decide to increase or decrease the royalties you receive, whereby you receive more or less than the 60% stated here, and that you hereby agree irrevocably and unconditionally that by this agreement you give 3D Print N Scan authorization to do this, by signing up for an account, and agreeing to the terms within this agreement.

## **9. PAYMENT OPTIONS**

We are able to accept payment by bank transfer, cash or Cheque for 3D Printing, CAD & Scanning services.

Payment for our instant 3D Printing quotes, are via the Terms and Conditions of the app/link, which belong to a 3<sup>rd</sup> party.

Unless we agree a payment date, in writing you the customer must pay 3D Print 'N' Scan within 30 days of getting your invoice, the goods, services.

You are responsible for the payment, of all orders for products and or services, provided and placed.

Purchase of 3D files through our shop, is via PayPal, please read the PayPal Terms and Conditions & Privacy policy, for purchases, and payment through their gateway.

## **10. Feedback and Complaints Policy**

We welcome any comments about our service, so that we can improve how we conduct our business. If you have reason to complain about our service, please e-mail us at [info@3dprintnscan.com](mailto:info@3dprintnscan.com)

## **11. Communications**

When you visit the Website, or send emails to us, you are communicating with us electronically. We will communicate with you by email or by posting notices on the Website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **12. THIRD PARTY CONTENT AND LINKS TO OTHER WEBSITES**

Some parts of the site may provide links to, and the use of third party websites, not owned or controlled by 3D Print N Scan Ltd. Your use, clicking on or going on such sites, may be subject to different terms and conditions, not controlled by 3D Print N Scan Ltd. And you hereby agree irrevocably and unconditionally, it is your responsibility, and not that of 3D Print N Scans, that you review the policies, & Terms & Conditions of said sites, and that accessing them is at your sole discretion.

### **13. Disputes**

We are under a legal obligation to notify you that certain disputes can be settled by Alternative Dispute Resolution.

The approved body to resolve disputes via ADR in our industry is The Retail Ombudsman.

There is an Online Dispute Resolution Platform available here: <http://ec.europa.eu/odr> However, please note that settling disputes via ADR / ODR is not mandatory and we have not elected to resolve our disputes via ADR / ODR.

This means that any dispute relating in any way to your visit to 3D Print 'N' Scan Ltd. Website or to products and or services you purchase through the Website or direct from us, should be submitted to the courts of England and Wales (unless you have violated or threatened to violate 3D Print 'N' Scan Ltd. intellectual property rights in any way, in which case 3D Print 'N' Scan Ltd. may seek injunctive or other appropriate relief in any court in any country in the world and you consent to exclusive jurisdiction of such courts.

### **14. Changes of Service or Amendments to the Conditions**

We reserve the right to make changes to our Website, policies, and these Terms and Conditions of Sale of products and or services at any time, without prior notification.

Your usage of the Website and your orders will be subject to the policies and Terms and Conditions of Sale in force at the time that you use the Website or which that you ordered products from us, unless any change to those policies or these conditions is required to be made by law or government authority.

If any of the provisions of these Terms and Conditions of Sale are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of the remaining conditions.

### **15. Events beyond our reasonable control**

You hereby irrevocably and unconditionally agree 3D Print 'N' Scan Ltd. will not be held responsible for any delay or failure to comply with our obligations under these conditions, and if there is any delay or failure which arises from any cause, which is beyond our reasonable control 3D Print N Scan Ltd. Will not be held to accountable. This condition does not affect your statutory rights.

### **16. Waiver**

you hereby irrevocably and unconditionally agree, if you breach 3D Print N Scan Ltd. Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **17. Governing law and jurisdiction**

By your use of our Website, and any purchase of products and or services by you on it or directly from us, will allow that these conditions will be governed by and construed in accordance with the laws of England and Wales and will be deemed to have occurred in England, and you agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.

That this agreement is expressly agreed to be in the English language, and follow UK law, on entering into this agreement you hereby irrevocably and unconditionally waive any Law(s) applicable to your localized language or country, of any type or description, and agree to be bound by UK law.

Your statutory rights are not affected by these Terms and Conditions of Sale.

## **18. Returns and Refunds Policy**

3D Print N Scan Ltd. is an organization who are customer service orientated, who focuses on providing high quality products, and services, to satisfy our customer's needs, by working with them from concept to finished product.

But we understand that in certain situations a customer may wish to cancel an order or return received goods.

In these situations, 3D Print N Scan Ltd. will do everything in our power to quickly rectify, process, return and refund the customer.

Orders placed with 3D Print N Scan Ltd. through our website/direct with us can be cancelled at any time until the order has been confirmed by you or a member of your business/organization, in writing by email after having received our quote.

3D files are provided and made available to you by 3D Print N Scan Ltd. on an "as is" basis and with all faults, without any warranty, guarantee or condition of any kind whatsoever, whether express, implied or statutory, but at our discretion we may choose to refund you, send you a replacement file or offer you a different file of the same value at our expense, a detailed description of the fault will be required, if this happens, so we can rectify the fault, for other users and customers.

Goods should be returned to 3D Print N Scan Ltd. after sending an email, to us with your specific issues voiced in writing, within 30 calendar days of receiving your order.

We will then email you a (GRN) Goods Return number, which must accompany the product.

The return can either be in person or by courier to our registered address.

When posting items, they should be sent signature required.

For returns through our shop, please see the PayPal returns policy.

## **19. Returns procedure**

You can only return products or digital media to 3D Print N Scan Ltd. which have been designed, sold and or manufactured directly through this Website or direct from us, a receipt or invoice and GRN number will be required.

If for any reason, you are not happy with your 3D Prints or digital media, please contact 3D Print N Scan Ltd. so that we can assist or advise you in the modification or refund of your order.

3D Print N Scan Ltd. reserves the right to reject the return of products which are not returned in accordance with our Returns Procedure and we may request that you pay for the shipping of such goods back to you.

Returns are subject to a review by 3D Print N Scan Ltd. staff members and items must be returned in a like-new as received condition.

Returns can be arranged in person, by telephone, email, or any other means of communication.

Before returning items to 3D Print N Scan Ltd. you must have received email notification from 3D Print N Scan Ltd. which will include a GRN.

Please put this number clearly on the packaging of the goods you are returning and include this number in all correspondence.

This will help ensure that your returns are processed quickly.

When requesting a return GRN please have to hand or include the following items in your correspondence:

- Your Order Number
- Your name
- The full delivery addresses.
- A contact phone number
- Email address
- Any other pertinent information
- Your banking details, *if applicable*.

Our Returns Procedure does not affect your statutory rights.

## **20. Returns or modifications to products**

You may return new or unused products which you wish to modify or have re-made by return within seven (7) days from the date on which the goods were shipped to you.

Due to 3D, printed products being manufactured immediately, to your specifications, data or our design confirmed, as acceptable by yourself or organization, there is no right to return or possibility for cancelling your order, once you have agreed to our quote in writing.

If we have worked with you to design your product we offer 2 re-draws, for detailed drawings only, to help perfect your design, we reserve the right to charge you for further changes, if your design still does not meet your requirements.

Please note: your right to change or return products is separate from your statutory right to cancel your order or to reject faulty goods.

## **21. Conditions for All Returns and Exchanges**

Products must be returned to us unused, together with all original packaging (please note you have a duty to take reasonable care of returned goods and any refund may be withheld or a charge incurred if you fail to take such care and damage the goods).

Due to 3D, printed products being manufactured immediately, to your specifications, data or our design confirmed, as acceptable by yourself or organization, there is no right to return or possibility for cancelling your order, once you have agreed to our quote in writing unless the fault is ours.

Please make sure that your return package is packed and sealed securely in or with the original packaging if possible.

Packages must be returned with the shipping cost prepaid.

We recommend the use of an insured parcel service, such as Royal Mail Special Delivery;  
<http://www.royalmail.com/business/price-finder>.

We will refund all monies received from you, including the outbound delivery cost within fourteen (14) days of receiving the product(s) from you, once we have verified the cause(s) of the issue you described, and if the cause was our fault.

Please note that if you have opted to deliver the product(s) back to us by more expensive means than the standard delivery option offered, you will not be refunded the full outbound delivery cost.

We will only refund you the cost of the standard delivery option, as per royal mails pricing;  
<http://www.royalmail.com/business/price-finder>.

## **22. How do I return an item?**

With your purchase of 3D Print N Scan Ltd. products/services, you will receive a Delivery Note with the parcel or email for electronic data.

Use the address on the delivery note, or email address on your quote to return your product(s), enclose or attach to an email, a copy of the delivery note, along with details of the reason for return and also email us to inform us of the return.

## **23. Delivery Costs**

If you are returning goods for changes or return, there will be no additional delivery charge.

We will not refund the original delivery charge in the case of changes or returns.

Please note: you will only be reimbursed the original delivery charge where you exercise your statutory right to cancel or to reject faulty goods as described below.

You will not be liable for the delivery costs incurred by us in sending you any re-printed products as exchange, for damaged ones, if it is not our fault.

in the case of returns, you agree, you will only be refunded the value of the goods ordered.

We will only pay the return costs and subsequent re-delivery costs, if the return is a result of our error or if the goods are faulty, excluding digital downloads from our, shop.

## **24. Statutory Right to Cancel**

With our 3D, printed products being manufactured immediately, to your specifications, there is no right to return or possibility for cancelling your order once you have agreed to our quote in writing.

If you are a customer of 3D Print N Scan Ltd, in addition to our Returns or Exchange policies & Procedures, under the Consumer Contracts Regulations 2013, you have thirty days, beginning the day after receipt of the goods, to cancel your purchase order, if on inspection of the product/service, it is not as per our agreed quote and contracted details for manufacture.

How do I exercise my statutory right to cancel and initiate the refund process?

In order to exercise your right to cancel, please:

Send an email to 3D Print N Scan Ltd; or

Write to us at our company address making it clear in your correspondence that you are giving notice to exercise your statutory right to cancel.

Your email or letter will be deemed to have been received by us on the date you send it, as long as it has been sent to the correct address and clearly states that you are exercising your right to cancel.

Please keep a copy of any letter, email and or a receipt for correspondence sent to us, in order to demonstrate the date when you sent it.

## **25. If you cancel an order**

If you decide to exercise your statutory right to cancel, we will provide a full refund on the price paid for the products and services.

If you cancel your entire order, we will also refund your original delivery charge.

If you only cancel part of your order and return only some of the goods delivered to you, delivery charges will not be refunded, this is because the delivery charge will normally not change regardless of the quantity of items delivered, and by retaining part of your order, the delivery charge will still apply to the part that you retained.

Where you fail to return the product(s) in question or you send them at our expense, or if our appointed courier collects the goods from you, we reserve the right to charge you for the direct costs incurred by us in collecting or returning the goods except where the goods have been sent to you in error or where the goods are faulty, in which case, the costs shall be at our expense.

Where you exercise your right to cancel within thirty days, you should return the goods to us without undue delay and, in any event, no later than 30 days after the day on which you inform us in writing of your decision to cancel the contract.

Please note: if we have provided any services as part of the purchase e.g. products made to order or gift wrapping, and we have begun to provide these services before you have exercised your right to cancel, we shall not reimburse the costs of such services.

We will refund the cost of the rejected goods and the cost of our standard delivery charges within 5-7 business days of receiving the goods back or, if earlier, within 5-7 business days of receiving suitable evidence from you that you have sent the goods back to us.

Please note that should the value of the goods have been reduced by your handling of them, you hereby irrevocably and unconditionally accept, we reserve the right to deduct the diminished value of the goods before we refund you.

## **26. What is my statutory right to reject faulty goods?**

If the goods are faulty or not to agreed specifications, you have a short term right to reject the faulty goods within 30 days of delivery. If you do not exercise this right, you have a right to the repair or replacement of the faulty goods and, if such repair or replacement is inadequate, you have a right to reject the goods and obtain a full refund.

## **27. Discrepancies**

If there are any discrepancies with your order, you must notify us as soon as possible. If you have been shipped the incorrect goods, then please do accept our apologies.

Please contact us, we will reimburse the cost of returning them to us.

Any replacements will be sent to you at no extra cost to yourself.

## **28. Refunds**

Once a placed order is cancelled, or if you have already received ordered products/services, then once your products/services are back in 3D Print N Scan Ltd. possession, your refund will be processed immediately.

Please allow 5-7 business days for the refund to reach your account.

For cash payments, such as a cheque or bank transfer, we will require your bank details, including IBAN/SWIFT, to proceed with the refund to your account, upon cancellation of an order or returning products/services please make sure to include relevant banking details to allow for efficient processing of the refund.

For Shop refunds, 3D files are provided and made available to you by 3D Print N Scan Ltd. on an "as is" basis and with all faults, without any warranty, guarantee or condition of any kind whatsoever, whether

express, implied or statutory, but at our discretion we may choose to refund you, send you a replacement file or offer you a different file of the same value at our expense, a detailed description of the fault will be required, if this happens, so we can rectify the fault, for other users and customers.

## **29. Use of Data & Data protection and privacy**

By default, of registering on the website and or submitting orders:

you consent to the processing of your personal data, such as your name and title, address, telephone number, contact details and other personal information provided, in accordance with the terms and conditions of 3D Print N Scan Ltd; with the full knowledge that the Personal Data provided is and are required to process your order and to fulfil our legal obligations.

you acknowledge that the processing of your Personal Data is necessary for the execution of the contract and you consent to such processing, when you submit any data or information to us.

In certain circumstances 3D Print N Scan Ltd. may seek additional personal information such as photocopies of identification documents or credit cards for example for identity verification or fraud prevention purposes. Where such additional information is submitted to 3D Print N Scan Ltd. it shall also be regarded as "Personal Data".

3D Print N Scan Ltd. collect personal data in order to fulfil our obligations under any sale and purchase contract as well as any other contract with you, and to ask your opinions on its products and services, to conduct surveys, and provide you with the latest products and services information.

Personal Data may be disclosed to third parties to enable compliance with legal obligations to which 3D Print N Scan Ltd. or its Affiliates are subject.

Personal Data may be disclosed to third parties to enable them to provide services for or on behalf of, or at the direction of, 3D Print N Scan Ltd.

In such cases, 3D Print N Scan Ltd. takes measures to ensure that the third parties comply with 3D Print N Scan Ltd. privacy policy and that such recipients do not use Personal Data other than for the purposes permitted, to obtain and process Personal Data only on condition that they secure that Personal Data from unauthorized use and they must adopt and comply with similarly stringent policies and terms on Personal Data protection and use, to safe guard your data from wrong doing.

By submitting your design(s) to us, you agree that you are the sole creator of the model/data/product, and that you do not infringe any copyrights, intellectual property rights, trademarks, designs and/or patents, etc. of any kind, of a third party, and if so you have obtained all the necessary permissions required in writing, in order to allow the reproduction of this data.

When you email us any data, we will not share your data, with anyone, without your written permission, except in relation to, any breaches in the law, fraud, copyright or intellectual property violations, where your data may be used to resolve any legal issues, of any type and or description, and you agree hereby irrevocably and unconditionally that we 3D Print N Scan Ltd. may use your data for these purposes under this agreement.

Your data, will not be visible to anyone, when uploading it through our website.

Your design(s) will never be sold, or used, without your written permission, except where you have uploaded files for sale through our shop, your registering for an account, being the permission and agreement for the files to be sold, or used for advertising by us on your behalf, how we see fit, and you agree hereby irrevocably and unconditionally that we 3D Print N Scan Ltd, may use your data for these purposes under this agreement.

3D print N Scan will look after your data to the best of our ability, and do not accept any, liability for loss or use of your data by anyone else, and you agree hereby irrevocably and unconditionally that we 3D Print N Scan Ltd, will not be held liable in any way shape or form, for any liability for loss or use of your data by anyone else, under this agreement.

Due to confidentiality, and intellectual property rights, 3D Print N Scan Ltd, are quite happy to sign an NDA agreement with you also, for our 3D printing, CAD & other services, to exclude anything to do with our shop page, which will supersede, our use of data terms above, please state this when asking for a quote.

### **30. Disclaimer and limitation of liability**

This Website is provided by 3D Print 'N' Scan Ltd. on an "as is" and "as available" basis.

3D Print 'N' Scan Ltd. makes no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials, or products included on this website, files, products and or services which are provided, and made available to you on an "AS IS" and "AS AVAILABLE" basis, and with all faults, without any representation, warranty, guarantee or condition of any kind whatsoever, whether express, implied or statutory, and in the case of purchased files, which might be brought copied and a refund sought.

In such cases your details will be passed on to fraud prevention agencies as detailed in section 6. If required, and it is expressly agreed by you, that your use of this website is at your sole risk.

Every now and then you may be faced with payments for a product being taken back from your account by PayPal or 3D Print N Scan Ltd., because of a customer dispute, the terms and conditions of this rest with the PayPal terms and conditions and this agreement, you signed up for, and you hereby agree irrevocably and unconditionally that 3D Print N Scan Ltd. Will not be held responsible for these actions and you agree not assert against us for any payment and or losses which occur, and if you have already received royalties for the purchase, you agree to immediately refund 3D Print N Scan Ltd the received royalty, or if in the case this is not possible, 3D Print N Scan Ltd, will take the necessary steps to deduct payment from sellers next transactions to cover this issue in any way we see fit.

If a seller terminates his or her account with an outstanding debt, the seller hereby agrees irrevocably and unconditionally the files uploaded on the website can be used by 3D Print N Scan Ltd. for sale and advertising purposes, and you grant 3D Print N Scan Ltd. a worldwide, non-exclusive, royalty-free, fully-paid, life time license to use, the submitted information, in any way we see fit, including the communication, and commercial exploitation of such Feedback, for any purpose whatsoever, and that we will be entitled to collect any outstanding debt also, by any other legal means required.

Upon termination of these terms and conditions & privacy policy, any license between us will terminate immediately, and your access to and use of the site will cease, and any provision that is stated to survive termination, shall survive.

3D Print 'N' Scan Ltd. disclaims all warranties, express or implied, including, but not limited to, implied warranties of sale ability and fitness for purpose to the fullest extent permissible by applicable law. 3D Print 'N' Scan Ltd. does not warrant that this Website, its servers, or e-mail by us are free of viruses or other harmful components. 3D Print 'N' Scan Ltd. will not be liable for any damages of any kind arising from the use of this Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

This agreement is expressly agreed to be in the English language, and follow UK law, on entering into this agreement you hereby irrevocably and unconditionally waive any Law(s) applicable to your localized language or country, of any type or description, and agree to be bound by UK law.

you agree hereby irrevocably and unconditionally, that by using or submitting data on 3D Print N Scan Ltd. website or by submitting it directly to us, does not create any relationship between you and 3D Print N Scan Ltd.

All information and content on or obtained through the site are provided "as is", without warranty of any kind, and at the users own risk, also you hereby waive 3D Print N Scan Ltd. of all other warranties relating to, and or including, but not limited to, any warranty of merchantability, fitness for a particular purpose or any warranty against interference or infringement.

3D Print N Scan Ltd. does not claim that the use of our site will be uninterrupted or error free or that any error or defects will be or can be corrected.

3D Print N Scan Ltd. shall not in any event be liable to any user or to any third party for any direct damages, revenues, business opportunities or for loss of income, lost profits, bargain, revenue, goodwill, use, enjoyment, time, data, contracts, electronically transmitted data or other economic advantage whatsoever, except in law, we shall also not be in any event liable, consequential, indirect, punitive or for incidental losses, damages or expenses directly or indirectly relating to the use or misuse of the site, or the information or content, irrespective of the basis for such claim.

under no circumstance can 3D Print N Scan Ltd. be held liable for any product defects or specifications which have been requested/analyzed in the quotation phase.

this liability stands with you for real and proven damage and will, regardless the gravity of the failure, be limited to the price of the product directly related to the reason of the claim.

With regards to this agreement 3D Print N Scan Ltd. Will not be liable for or held in connection with any type of damage, Loss or costs of any description or type, in connection to this agreement, weather 3D Print N Scan Ltd. has or should have been advised or informed or not, and you irrevocably and unconditionally agree to wave any right, to any claim, before, during and after a sale to assert against 3D Print N Scan Ltd. And or any users of the website, moral, privacy or any other personal rights.

You acknowledge and agree that this section is an essential part of this agreement between you the customer and 3D Print N Scan Ltd. And any legal proceedings, should commence within 30 days, of purchase, or you irrevocably and unconditionally agree, such action to be deemed permanently barred.

You agree hereby irrevocably and unconditionally with this agreement, as long as it is legally permitted, that any court(s) or jurisdiction that holds any term(s) unenforceable within this contract, that it/they can be replaced with an enforceable provision(s)/term(s) which gives effect to us 3D Print N Scan Ltd. And/or our parties' intent as close as possible, before, during and after any legal disputes and or action.

Under this agreement, you agree a notice of any type and or description, is not sufficient unless it is in writing, and emailed or posted to us with signed recorded delivery, to the contact details set out on our website.

users are prohibited from posting, uploading or transmitting to 3d print n scan ltd. and or their website and any social media sites, any unsolicited material, or other material that would violate any applicable law or regulation under this agreement, and this agreement is expressly agreed to be in the English language, and follow UK law, and that on entering into this agreement you hereby irrevocably and unconditionally waive any law(s) applicable to your localized language and or country, of any type or description, and agree to be bound by UK law.

### **31. Data protection and privacy**

By default, of submitting orders:

you consent to the processing of your personal data, such as your name and title, address, telephone number, contact details and other personal information provided, in accordance with the terms and conditions of 3D Print N Scan Ltd; with the full knowledge that the Personal Data provided is and are required to process your order and to fulfil our legal obligations.

you acknowledge that the processing of your Personal Data is necessary for the execution of the contract and you agree hereby irrevocably and unconditionally, to consent to such processing, when you submit any data or information to us.

Any users of 3D Print N Scan Ltd. And their website agrees, to refrain from the practices known as "deep linking" & "Framing" that you agree you will only view the site "as is" and you are prohibited from "deep linking" & "Framing" the site, that you agree to reimburse 3D Print N Scan Ltd. for any and all losses that occur if you fail to adhere to this agreement, unless there is a signed agreement in writing between both parties.

In certain circumstances 3D Print N Scan Ltd. may seek additional personal information such as photocopies of identification documents or credit cards for example for identity verification or fraud prevention purposes. Where such additional information is submitted to 3D Print N Scan Ltd. it shall also be regarded as "Personal Data".

3D Print N Scan Ltd. collect personal data in order to fulfil our obligations under any sale and purchase contract as well as any other contract with you, and to ask your opinions on its products and services, to conduct surveys, and provide you with the latest products and services information.

Personal Data may be disclosed to third parties to enable compliance with legal obligations to which 3D Print N Scan Ltd. or its Affiliates are subject.

Personal Data may be disclosed to third parties to enable them to provide services for or on behalf of, or at the direction of, 3D Print N Scan Ltd.

In such cases, 3D Print N Scan Ltd. takes measures to ensure that the third parties comply with 3D Print N Scan Ltd. privacy policy and that such recipients do not use Personal Data other than for the purposes permitted, to obtain and process Personal Data only on condition that they secure that Personal Data from unauthorized use and they must adopt and comply with similarly stringent policies and terms on Personal Data protection and use, to safe guard your data from wrong doing