

Summary of the Terms of “Craftcloud”, a Service by All3DP GmbH

A quick Guide to the Terms of Contract (ToC) of “Craftcloud” a Service by All3DP GmbH

Applicability # The ToC apply to any Service or Supply by Us that is made on the basis of a payment.

The ToC apply – but they adapt to the type of Customer # We have different types of Customers. Per default, all provisions of Our ToC apply to all Customers. It will be specifically indicated, if a certain or provision applies only to a certain type of Customer (e.g. special provisions demanded by Consumer protection regulations that apply to Consumers only and not to businesses).

We provide potential matches of Customer & Supplier – free of charge – based on Your criteria # You communicate Your demand and Your selection criteria to Us. Based on this we search our Partner-base and provide options of potential Suppliers including their commercial terms. This Service is driven by your criteria and is free of charge for You. You ultimately select the Supplier and we are bound by Your selection.

The main steps of the Purchasing Process # If you decide to order a Product from us, the main steps of the purchasing process are:

1. You upload your model or select a preexisting model and thereby determine the Product;
2. You determine additional specific characteristics (e.g. material) and the quantity;
3. You review the complete purchase selection, correct it, if necessary, and confirm it;
4. You will provide Your billing address, contact details and select Your payment method of choice;
This is the last moment at which you may modify, correct, change or abort the purchasing process;
5. By clicking on the “Checkout”-button, You will access our payment provider options within a checkout-view, wherein You will be required to specify Your contact details and Your payment method of choice;
You may – at Your option – store the payment information for future purchases.
6. To submit the Order, You must accept the ToU’s and ToC as an integral part of the Contract by making a respective online confirmation.
7. **Once you provide the final Confirmation of Purchase, the Order is being submitted and a binding Contract has been concluded. You thereby commit to receive the Products order in the quantity specified and to pay the agreed-upon price.**

Please note: You may at any point access the [Privacy Policy of Craftcloud](#) and [Our Payment Option Overview](#) and Our [ToU](#) and [ToC](#).

The right of withdrawal # If you are a Consumer based in the European Union and unless exceptions apply, You may withdraw from the contract within the time period specified in the ToC (generally fourteen (14) days following the conclusion of the Contract) for any reason and without justification. To exercise the right of withdrawal, you must send Us an unequivocal statement of Your intention to withdraw before the withdrawal period expires. To this end You may use the withdrawal form available at

https://www.bmiv.de/SharedDocs/Archiv/Downloads/VerbraucherVertragsRechte_Muster_Widerruf.html?nn=7625022.

Please note that the right to withdrawal shall not apply to Contracts for the supply of goods made to Your Specification or that are otherwise clearly personalized as defined by statutory law.

You select the Supplier # It is Our free Service to analyze Your Specification for Your Product and Your Selection Criteria for a Supplier and to provide a list of potentially matching Suppliers. It is Your independent decision to select the actual Supplier and to make Your selection part of the Contract with Us. Different printing providers use different printers and / or procedures which will lead to different results, e.g. regarding texture or structure of the surface. This is not per se a difference in quality or even a defect. In case you decide to order prints of the same model from different printing providers, you enter into binding orders with each of them.

Your Specifications will determine the Product – we will pass them on unchanged to the Supplier # The Products will solely be based on Your model and Your specification, which will be transferred by Us to the Supplier, which you have selected, as Part of Our contract with the Supplier. You grant Us a license to Use your Intellectual Property to the extent reasonably needed to fulfill the Contract.

Order Submission and obligation to cooperate # Upon submission of an Order You are under the obligation to cooperate in order to enable the fulfilment of Your Order. This may include among others:

- If the Purchase results in tangible Products being shipped, You must add a ship-to-address;
- If further specifications or additional personal information is reasonably required, You must provide such information in due time.

Multiple orders # You are free to bundle several printing jobs in one order. If and to the extent that you select the same printing provider for these jobs, these are considered to be one order. If and to the extent You select different printing providers, these are considered to be separate orders, i.e. one order per printing provider. Different printing providers use different printers and / or procedures which will lead to different results, e.g. regarding texture or structure of the surface. This is not per se a difference in quality or even a defect. In case you decide to order prints of the same model from different printing providers, you enter into binding orders with each of them.

For a Transaction: You contract with Us – We contract with the Supplier # A transaction consists of two Contracts: One Contract between you and Us, and another Contract between Us and the Supplier.

Fees to Us will only apply as part of an actual Transaction # If You enter into a contract for Supply of Products with Us, We will receive a fee from the Supplier that You have selected and that we therefore contract with.

Selected payment methods may create a fee that You owe to a third party # Some payment methods may only be available subject to additional conditions or fees that may also apply directly to You. In such cases related information can be found in the dedicated section – see [Annex 2 “Payment Option Overview](#) - of Craftcloud.

Payment processing via Third Parties only # All payments are being processed via Third Parties. Therefore, We do not collect any payment information. We only receive the payment status from the Third Party, e.g. if & when the payment has been made.

Please note: *The only exception is if You authorize the PayPal-feature that allows for future purchases. In this case We will receive and store an identification code linked to Your PayPal-account, as we will thereby be authorized by You to automatically process payments for future purchases or recurring installments for past purchases.*

Prices are displayed in full # Prices on Craftcloud are displayed including all applicable fees, taxes and costs for the actual sale and the shipment as such, except for (i) potential taxes or duties related to the import of the Product into the country of the designated ship-to-location, or (ii) where there is a specific display towards additional fees, e.g. certain payment methods that create third party fees to You.

Fulfilment is subject to full & unconditional payment # The fulfilment of the Order, i.e. the commencement of producing the Product, its delivery and the transfer of title is subject to full and unconditional payment by You. Failure of payment or refusal of payout by the Third Party-payment provider You have chosen will therefore cause a delay attributable to You. Any fees or costs associated with such delay are Your liability.

We ship – but You have full responsibility for Customs, Duties, Taxes and the like # We do not check your model and / or specification and we do not know or verify your intended use of the printed parts. We also provide you with full flexibility as to the ship-to location – except for places that must not be supplied under applicable export control laws. Thus, we lack the information necessary to assess if and which customs, duties and taxes will apply to You. Therefore, You exclusively own any and all responsibilities for Customs, Duties, Taxes and obligations associated with state or multinational authorities related to the printing, shipment and import or export of your Order.

If anything goes wrong, the party responsible for it will take care # If anything goes not as expected or wrong, the basic allocation of responsibilities will determine the outcome. In the most common cases below, this leads to the following outcomes:

- Model not printable (for any reason): Your responsibility. We will refund your payment but we may keep a service charge of up to 7%.
- Variation requested by You after placing the order: Your responsibility. We will refund your payment but we may keep a service charge of up to 7%. A potential re-print, that you might order, will be considered a new and separate order.
- Product printed and delivered according to specification but not fit for Your intended use: Your responsibility, because we do not know Your use case or intended use.
- The partner selected by You declines accepting the order while it is printable: Our responsibility. You will be able to re-select a new partner. In case there is no partner available, we will refund your payment at no charge.
- Bad quality or defects: Our responsibility. Your warranty rights will apply, while initially we have the right to reprint or otherwise correct the shortcoming.

Delivery will be made directly from the Supplier to You and delivery is the Supplier's responsibility # Delivery will occur directly from the Supplier to You ("drop shipment") and not via us. As part of its contract with Us, the Supplier is under the obligation to conduct the delivery to the address and in the manner specified by You in the Order. Delivery times are as agreed upon in the Purchase Order; if no specification has been made, Products shall be delivered within 30 days from the completed purchase.

Failed or delayed Delivery – the consequences will be attributed to the Party causing the failure # If delivery fails, the consequences will be carried by the party responsible for the failure or delay:

- Late shipment: Our responsibility. We try our best but due to the nature of 3D printing we cannot guarantee delivery time. In case of unexpected delay, we will try to expedite the shipment with reasonable effort. If we fail to generate a shipment in a reasonable timeframe, you may exercise your statutory rights and ultimately cancel the order in writing and we will then refund Your payment at no charge.
- Late or non-acceptance: Your responsibility. You assume the risk for errors in delivery that occur due to inaccurate or incomplete information on Your part or, if You do not accept or collect the Products at the time or within the timeframe specified. The Products will then be returned to the Owner. Any additional deliveries will be subject to you assuming the additional costs incurred.
- Delays caused by customs, tax-authorities or other state agencies: Your responsibility. You assume the responsibility of correct and timely response to any information request towards state authorities, as well as the risk of the potential delays that are associated with information gathering, decision making of such authorities.

Your obligation upon delivery: Check packaging & content – report anomalies without undue delay # You must check packaging for damage and in case of visible damage you may refuse to accept. You must check the Product against the Specification and report anomalies to the contact details provided here or in the delivery note without undue delay, maximum within seven (7) days from the date of delivery.

We provide warranty for 12 months for Consumers and for 6 months for all others # For Consumers, We warrant for a period of 12 months following delivery that the Products conform with the Specifications explicitly stated in writing in Contract. For any other Customers such warranty period is 6 months.

Exclusion of indirect damages and limitation of liability – as permitted by applicable law

- Unless stated explicitly in these ToC and without any prejudice to applicable statutory product liability obligations upon us, You will have no right to claim damages from Us. In turn for You respecting that, we are willing to assign any liability rights against our Suppliers to you.
- The exclusion of Our liability does not apply to damages to life, health and physical integrity, to damages resulting from the breach of an essential contractual obligation strictly necessary to achieve the purpose of the contract, or to damages resulting from any willful act, intent or gross negligence attributable to Us.
- Within the limits stated above We will not be liable for any indirect damages, such as but not limited to loss of business opportunities, income, revenue, profits or anticipated savings, loss of contracts, business relationships, reputation, goodwill etc.
- Our liability shall be limited to the extent of typical and foreseeable damages, unless damages have been caused by way of willful act or gross negligence.
- Applicable mandatory Consumer protection laws shall remain applicable in any case.

- If You are not a Consumer, in any event of liability, the compensation will be limited to the amount of total payments received by Us from You in the period of 12 months preceding the damaging event.

Indemnification: We act in fairness and expect You to act in fairness, too # You agree to indemnify and hold us harmless against any claim made by any Third Party against Us, our directors, officers or employees due to any infringement of a Third Party Intellectual Property Right caused by You, to the extent permitted by applicable law.

Not executing our right in a given case does not mean that We waive our rights # Just because we do not assert any of our legal rights in a given case or for a given period shall not mean that we waive doing so in the future.

Our Intellectual Property Rights remain Ours – You need explicit permission to use them # Any Intellectual Property Rights of Us, including but not limited to copyrights, trademarks, patents and design rights are Our exclusive property, or such of our licensors. You may not use them, unless we have entered into a specific agreement permitting you expressly to do so.

We reserve the right to change the ToC & ToU – but changes will only apply to future Use and future Contracts # We reserve the right to update, amend or otherwise modify the ToU or ToC at any time. Such changes will not affect any Contracts that we have entered into with You prior to that change. Such changes will however apply to any Contracts following the implementation & publication of the changes.

You may not assign Your rights under Contracts with Us without Our consent # You may not assign any of Your rights based on a Contract with Us, unless we have consented to it beforehand and in writing.

You must always Use the specified Contacts when communicating with Us # Any and all communication related to Your use of Craftcloud and / or any communication, including legal communication, under Your Contracts with Us must be sent to the Contact Information as stated in the [Annex 1 “Contact Information”](#) to these ToC.

Confidentiality # We use Your data only to enable You to select the Supplier and to fulfil Your Order. We will pass Your data on to the Supplier You have selected who is obliged to delete it to the extent permitted by law upon completion of the Order. Our Service is not designed for elevated confidentiality levels.

Severability # Just because one provision of these ToC, the ToU or a Contract is invalid does not mean that all the other provisions are invalid, as well. In such a case You and Us are under the mutual obligation to find a substitute for that provision. If we cannot do so, statutory law shall apply.

Primary Attempt of Amicable Dispute Resolution – Online Dispute Resolution for Consumers # If either Party believes that something has gone wrong, such Party shall notify the respective other Party and both Parties shall make a credible attempt to find an amicable solution. Only upon failure of such credible, amicable approach shall the Party, making the Claim be entitled to go to court. **For Consumers we certainly accept Online Dispute Resolution provided for as mandatory by applicable law.**

German Law Applies & the competent courts of Munich (Germany) shall have jurisdiction # Since we are a German company based in Munich, we chose German Law (excluding the Conflict of Laws provisions) and the local courts in case of a lawsuit – except where mandatory applicable law stipulates otherwise. **For Consumers we certainly respect the applicability of mandatory regional or local Consumer Protection laws.**

The Terms of Contract (ToC) of “Craftcloud” a Service by All3DP GmbH

The following terms and conditions of All3DP GmbH (including the Registration Form, Privacy Policy and Terms of Use) apply to any contract for the printing of 3D-models and services associated with it (“Craftcloud”) between All3DP GmbH and the Customer.

All3DP GmbH is a company registered in Germany at the commercial register at the local court Munich under the number HRB 212056. It has its registered office at Ridlerstrasse 31A, 80339 München, Germany. Craftcloud is a Service offered by All3DP GmbH. The VAT-number of All3DP is: DE295380789

Dear Consumer Customer,

Please read these terms of contract and the terms and policies included or referenced herein very carefully before using Our services. If You do not agree to these Terms and Conditions, you must not use Our Services and You will not be able to order any goods or services from Us.

Please print and / or save a copy of these Terms and Conditions on Your computer for future reference.

Please be aware that We (All3DP GmbH) may change or amend these Terms and Conditions from time to time. Therefore, whenever You order goods or services from Us again, You must check these Terms and Conditions in order to be fully informed about the exact terms that will apply to Our new contract.

1. Definitions: Who is Who & What is What

Capitalized Terms and / or abbreviations in these Terms of Contract mean what is being defined here:

- 1.1 “Adult” means an individual person that is a bearer of full legal rights under applicable law, at least 18 years of age.
- 1.2 “All3DP” means All3DP GmbH.
- 1.3 “API” means Application Program Interface.
- 1.4 “Cancellation Right for Consumers” means the legal right for Consumers to cancel a contract entered into using electronic means or in any other way over the distance, as defined by applicable Consumer Protection Laws.
- 1.5 “Commencement Date” means the day on which the Contract between You and Us has been legally concluded.
- 1.6 “Confirmation of Purchase” means an order confirmation email sent by All3DP.
- 1.7 “Consumer” means an individual that has been attributed the legal status of a consumer under applicable law.
- 1.8 “Contract” means the complete and legally binding agreement between You and Us, consisting of Your Order and Our Order Acceptance.
- 1.9 “Craftcloud” means the service offering of All3DP GmbH for 3D-printing of Models provided by a customer, using a down-selection algorithm for identifying potential suppliers and Us subcontracting with them.
- 1.10 “Customer Account” means the possibility for You to register with ALL3DP GmbH through Our Website;
- 1.11 “Customs” means money paid to a government for moving a good from one country to another.
- 1.12 “Duties” a tax paid to a government, specifically for taking a good out of a country and / or for bringing a good into a country.
- 1.13 “Handling Fee” means the amount of money that may be charged to compensate a Party for a specific effort that arises due to a change or cancellation of the Contract caused by the respective other Party.

- 1.14 “Intellectual Property Rights” means any legal rights granted with the aim to protect the creations of the intellect, including but not limited to industrial property rights (e.g. patents, industrial designs and trademarks) and copyright (right of the author or creator) and related rights (rights of the performers, producers and broadcasting organizations).
- 1.15 “Log-In-Information” means the data required for You to access Your account with Us and to identify You towards Us in a legally binding way.
- 1.16 “Model” means Your data file which contains the digital information describing your part to be 3D-printed.
- 1.17 “Owner” means the legal person or legal entity that has legal title in a respective good.
- 1.18 “Order” means the binding legal Offer by You to Us to produce by means of 3D-printing for You the amount of Products specified by You, according to Your Model and Your Specification.
- 1.19 “Order Acceptance” means the legally binding acceptance of Your Order.
- 1.20 “Personal Information” means any data element that is related to an individual person and can be used to identify such person.
- 1.21 “Price” means the payment due from You to Us for the Products, the packaging, VAT and the shipment costs – excluding any Customs, Tax or other charges by state or multinational authorities, as those are not included in our Contract and your separate and direct obligation towards the respective state or multinational entity.
- 1.22 “Payment” means Your transfer of money to Us.
- 1.23 “Payment Methods”: Options of how to pay on the check-out view in order to complete Your Order.
- 1.24 “Services” means any and all offerings by Us, regardless if they are offered against a fee or for free.
- 1.25 “Shipment” shall mean the logistics of moving a Product from the Supplier to You, excluding however any Customs, Tax or other charges by state or multinational authorities or the coordination thereof.
- 1.26 “Specification” means all details required by All3DP GmbH and its Suppliers from You to be able to print the ordered Product.
- 1.27 “Supplier” means the company printing the Products for You as a subcontractor of Us.
- 1.28 “Third Party” means any other legal person or legal entity other than You or Us.
- 1.29 “Tax” means an amount of money paid to a government that is based on the cost of goods or services you have purchased.
- 1.30 “ToC” means these Terms of Contract.
- 1.31 “ToU’s” means the Terms of Use for “Craftcloud”, a Service offered by All3DP GmbH, that apply to any interaction between the Customer and All3DP.
- 1.32 “We / Us / Our” means a reference to All3DP, since these ToC have been written in direct speech.
- 1.33 “You / Your” means a reference to the Customer, since these ToC have been written in direct speech.

2. You need a Customer Account – Your Customer Account Registration

- 2.1 To place an Order and/or to open a Customer Account with Us, you must provide us with certain information, such as full name, address, email-address and telephone number. Additionally, you must select a password. Your email-address plus Your password together will be your Log-In-Information.
- 2.2 You may only establish a Customer Account and create Log-In-Information, if you are an Adult.
- 2.3 Your Log-In-Information serves as a unique and legally binding identification of You towards Us.
- 2.4 You are responsible for keeping your Log-In-Information confidential. You will be responsible for all uses of your Log-In-Information and for the legal consequences thereof.
- 2.5 If You become aware of any reason to believe that a security breach related to Your Customer Account data has occurred, including without limitation unauthorized disclosure, loss, theft or use by a third party of Your Log-In-Information, You must immediately notify Us.

2.6 In the event of a security breach, We reserve the right to immediately change Your password, even without prior notice to You. If and as long as we have not received all information required from You to revalidate existing Orders and to exclude that You are responsible for the security breach, We may suspend existing orders.

2.7 We reserve to open, activate, or re-activate any Customer Account at Our sole discretion.

3. We provide You with a selection of potential Suppliers for free

3.1 Based on Your model and Your Specifications, our algorithm will provide you with a list of potential Suppliers and the Supplier's commercial terms to fulfil Your Order. This Service is driven by Your criteria and is free of charge.

3.2 From the list of Suppliers, you freely chose the Supplier You want us to use for fulfilling Your order. Subject to final availability of the Supplier, we are bound by Your selection.

3.3 As only You know Your intended use of the Products and as You select the Model, it is Your sole responsibility to verify if the Supplier You have selected is able to print according to Your intended use.

4. How Our Contract gets established & how the Contract-Chain works

4.1 Your Order with Us constitutes an offer by You to enter into a contract for work and services with Us.

4.2 We will then acknowledge the receipt of the offer. However, the Order shall only be deemed legally accepted by Us, if and once We have issued an explicit written Order Acceptance to You. Our contract will come into existence upon You receiving such written Order Acceptance (Commencement Date).

4.3 It is Our free discretion to accept or to refuse Your Order, i.e. Your offer to contract with Us.

4.4 A complete transaction, including production and delivery, consists of two Contracts: One Contract between you and Us, and another Contract between Us and the Supplier. We subcontract the production according to Your Model and Specifications to the Supplier that you have selected in your Order.

5. How Establishing and specifying Your Order with Us works

5.1 Under a Contract with Us, it is both Your right and Your obligation to provide Us with Your Model, Your Specification, and Your selection of the material, the quantity and any other characteristics of Your Product.

5.2 We will not check, assess or review any of your determinations made under 5.1. We are also not obligating our Suppliers to do any of this. Even if We or the Supplier do check or review or assess Your Model, we cannot take any liability for The Model and the final printed Part.

5.3 If you decide to order a Product from us, the main steps of the purchasing process are:

1. You determine the Product by providing your Model and Your Specification;
2. You determine additional specific characteristics (e.g. material) and the quantity;
3. You review Your complete selection, correct it, if necessary, and confirm it to Us;
4. You will provide Your billing address, contact details and select Your payment method of choice;
This is the last moment at which you may modify, correct, change or abort the purchasing process;
5. By clicking on the "Checkout"-button, You will access a checkout-view, wherein You will be required to specify Your contact details and Your payment method of choice;
You may – at Your option – store the payment information for future purchases.
6. To submit the Order, You must accept the ToU and ToC as an integral part of the Contract by making a respective online confirmation.
7. **Once you provide the final Confirmation of Purchase, the Order is being submitted and a binding Offer by You to Us has been submitted. You thereby commit to receive the Products order in the quantity specified and to pay the agreed-upon price, if and once We have accepted Your Offer.**

6. Multiple Orders

6.1 You may structurally combine several Orders into one Order. If and to the extent that you select the same printing provider (Supplier) for several elements, these elements are considered to be legally one Order.

6.2 If and to the extent You select different printing providers for different elements, such elements are considered to be legally separate Orders, i.e. one order per printing provider (Supplier).

6.3 In Case You decide to order prints of the same model from different printing providers (Suppliers), the following applies:

6.3.1 You enter into individual binding Orders with each of them and those separate Orders are legally not interconnected.

6.3.2 The fact that different printing providers use different printers and / or procedures will lead to different results, e.g. regarding texture or structure of the surface. This is not per se a difference in quality or even a defect, but it must be considered and evaluated individually and will be purely assessed against your Specification.

7. Your obligation to cooperate & quality issues with Your Model

7.1. Upon submission of an Order You are under the general obligation to cooperate in order to enable the fulfilment of Your Order.

7.2 Specifically, but without limitation, You will assist as follows:

7.2.1 If the Order results in tangible Products being shipped, You must add a ship-to-address;

7.2.2 If further specification or additional personal information is reasonably required, You must provide such information in due time or without undue delay upon Our request or upon the request of the Supplier you have selected.

7.3 If Your Product is not printable due to a lack of completeness or quality of Your Model, we have the right to cancel the Order. In that case we have the right to charge a Handling Fee (see Section 9), which we may subtract from the refund of Your payment.

8. Prices, Fees & Handling Fees

8.1 Your Price with us includes the following

8.1.1 the payment for the Products You have ordered with us,

8.1.2 Value Added Tax (VAT), where applicable,

8.1.2 packaging, plus

8.1.2 the pure logistics costs for regular shipment.

8.2. Your Price with Us does not include any Customs, Duties, Taxes or other obligations associated with state or multinational authorities related to the Product, shipment and import of your Order. Such elements will be levied or invoiced to you separately by the respective authorities and must be paid separately by You.

8.3 Apart from your payment obligations for the Products you order, fees towards you will only apply:

8.3.1 for certain payment methods offered by third party providers that you chose and that might be subject to fees, as specified by such third-party provider;

8.3.2 in case of breach of contract and as specified in these ToC or in an individual Order documentation.

8.4 The following handling fees apply in the cases specified:

8.4.1 A handling fee of up to 7% of the Order value if the Model and / or specification submitted by You are not printable by the Supplier You have selected.

8.4.2 A handling fee of up to 7% in case of a variation request by You post Acceptance of Order by Us.

8.4.3 A handling fee of up to 7% if due to a failure to accept delivery the Products ordered are being returned to the Supplier.

We both confirm by accepting these ToC that the above quotas represent a genuine pre-estimate of Our loss, costs and damages.

8.5 The Supplier will be under the obligation to pay a fee to us, as part of our contract with the Supplier.

9. Payment & Third-Party Payment Services

9.1 All payments to Us are being processed via Third Parties. Therefore, we do not require or collect individual payment information. We only receive the payment status from the Third Party, i.e. all information required to associate a payment and a payment status with You.

9.2 The only exception to 9.1 is if You authorize a Third-Party Payment feature that allows for future purchases. In this case We will receive and store an identification code linked to Your Third-Party Payment-account, as we will thereby be authorized by You to automatically process payments for future purchases or recurring installments for past purchases.

9.3 Third Party Payment services may only be available to You subject to additional conditions or fees that may also apply directly to You. In such a case, You are under the obligation to bear such fees on top of the purchasing price for the Product. Specific information to the commercial terms of the Third-Party Payment providers will be provided in the dedicated section of Craftcloud ([see Annex 2 "Payment Option Overview"](#)).

10. Fulfilment and transfer of title is subject to Your full & unconditional payment

10.1 Our obligations under the Contract is subject to full and unconditional Payment by You to Us.

10.2 The commencement of producing the Product, any lead times, fulfilment periods, delivery times or similar will only start, once Payment has been made by You in full and unconditionally.

10.3 Failure of Payment or refusal of payout by the Third-Party Payment provider You have chosen will therefore cause a delay attributable to You. Any fees or costs associated with such delay are Your liability.

10.4 Transfer of title in the Products is subject to full and unconditional Payment.

11. We organize Shipment & Delivery – You are responsible for Customs, Duties & Taxes

11.1 We are responsible for the cost of logistics and delivery of the Products You have ordered (the Shipment), excluding however any Customs, Duties, Taxes and other obligations associated with state or multinational authorities related to the printing, shipment and import of the Products You have ordered, or the coordination thereof.

11.2 You are responsible for Customs, Duties, Taxes and other obligations associated with state or multinational authorities related to the printing, shipment and import or export of the Products You have ordered.

11.3 Delivery will occur directly from the Supplier, that you have directed us to use, to You. As part of its contract with Us, the Supplier is under the obligation to conduct the delivery to the address and in the manner specified by You in the Order.

11.4 Delivery times are as agreed upon in the Order. If no specification has been made, the Products shall be delivered within 30 days from the later of, (i) the date of the completion of the Contract between You and Us, or (ii) full and unconditional Payment from You to Us.

12. Delivery Issue – the consequences will be attributed to the Party responsible

12.1 In case of issues regarding the delivery of the Products, including but not limited to failure or delay, the consequences will be borne by the party responsible for the issue.

12.2 In case of late Shipment, as such, it will be Our responsibility to expedite the shipment with reasonable effort. If we fail to generate a shipment within an additional 75% of the original delivery time, you may cancel the order in writing, and we will then refund Your payment at no charge.

12.3 In case of late or non-acceptance of delivery at the address You have specified, it will be Your responsibility to bear any risk, especially the risk of loss, starting as of the first attempt of delivery. This applies specifically, but not limited to, errors in delivery that occur due to inaccurate or incomplete information on Your part or, if You do not accept or collect the Products at the time or within the timeframe specified. The Products will then be returned to the Owner. Any additional deliveries will be subject to you assuming the additional costs incurred.

12.4 Any delays caused by Customs, Tax-authorities or other state or multinational authorities will be Your responsibility, as this element of the process is solely Your responsibility. In particular, You assume the responsibility of correct and timely response to any information request of such bodies, as well as the risk of the potential delays that are associated with information gathering or decision making of such authorities.

12.5 Upon delivery, You must check the packaging for visible damage, and, if existing, You may refuse to accept delivery.

12.6 Following delivery, You must check the Product against the Specification, and report anomalies to the contact details provided here or in the delivery note, without undue delay, maximum within seven (7) days.

13. Transfer of Title & Transfer of Risk

13.1 The risk in the Products shall pass to You upon delivery, unless specified otherwise.

13.2 The risk in the Products shall pass to You in case of delay in delivery caused by an act or an omission that You are responsible for, including without limitation, failure to accept delivery at the address and within the timeframe agreed.

13.3 Legal title will transfer only upon full and unconditional Payment for the Products by You to Us.

14. Quality of Products

14.1 We warrant that starting from the earlier of delivery or transfer of risk the Products:

14.1.1 conform with their description and all material aspects of their Specification and

14.1.2 are free from material defects in material and workmanship.

14.2 We shall not be liable for the Products failing to comply with what has been defined in Section 14.1, if:

14.2.1 the defect arises due to a failure in the Model provided by You;

14.2.2 the defect arises due to a failure in the Specification provided by You;

14.2.3 the defect arises due to a fair wear and tear;

14.2.4 the defect arises due to willful damage, abnormal storage or working conditions, accident or negligence by You or by any Third Party.

14.3 Our liability for the Products failing to comply with what has been defined in Section 14.1, shall be excluded, if:

14.3.1 You have failed to report any visible damage in the packaging within seven (7) days after delivery;

14.3.2 You have failed to report a defect visible upon unpacking within three (3) months after delivery;

14.3.3 You have failed to store the Products according to Specification or using reasonable care;

14.3.4 You have changed or repaired the Products or have permitted a third party to do so;

14.3.5 the Products had to be changed from their original Specification to ensure compliance with applicable mandatory statutory or regulatory standards.

14.4 You generally agree to the inherent nature of our Contract that is You being solely responsible for the Model, the Specifications and other characteristics provided by You, as well as to the fact that only You have knowledge of and details related to the intended use of the Products. We can therefore not warrant the fitness and general viability or functioning of the Model or the fit for purpose of the Products related to Your use case.

14.5 The above shall not affect Your legal rights in relation to Products that are faulty or not as described.

15. Impediments in the Production, other than Quality

15.1 Any impediments that occur as to successful production of the Products shall be attributed to the Party responsible for the root cause.

15.2. If the Model turns out not to be printable or not suitable to create adequate quality in regular application of 3D-printing methodologies, You will bear responsibility for it. As part of a cancellation of the Order You will accept that we deduct handling fee of up to 7% from Your refund.

15.3 If You make a variation request after having placed the order, You will bear responsibility for it. You will receive a refund. You will accept that we deduct up to 7% handling fee from Your refund and that a printing based on the varied Specification is subject to you providing full and unconditional Payment for the new Order based on the changed Specification.

15.4 If the Partner selected by You from the list provided by the Craftcloud-algorithm, refuses or is unable to print the Products specified in a binding Order, we assume responsibility. You will be able to (i) re-select another Partner or (ii) to select a cancellation of the Order. Under (ii) You will receive a full refund of Your payment.

16. Your general obligations towards Us

16.1 Your general obligations towards Us include that You commit to the following:

16.1.1 You use your best efforts and reasonable care to prevent unauthorized access of Third Parties to Your Customer Account;

16.1.2 You ensure to submit any data required for placing and fulfilling the Order in a timely manner;

16.1.3 You ensure to submit all information related to the order or the Specification in good quality;

16.1.4 You adhere to all applicable statutory and regulatory requirements applicable to the Order, to the production of the Products, or to the shipment and delivery;

16.1.5 ensure and maintain professional communication with Us and our Supplier at all times.

16.2 As part of Your fairness and general loyalty to us as Your Contract partner, you shall not do any of the following:

16.2.1 use our Services to engage in any unlawful, harmful, threatening, defamatory, obscene, infringing, discriminatory, harassing or offensive acts;

16.2.2. use our Services in a way that is in any form illegal or that causes damage or injury to any person or property, especially to Intellectual Property Rights;

16.2.3 attempt to copy, duplicate, download, republish, transmit, distribute or create derivative works, in full or in parts, from our Software in any form or on any media;

16.2.4 attempt to reverse engineer, disassemble or otherwise transform into human readable form all or parts of the Software or access it and / or our Website aiming to build a service or a product which competes with Our offerings, unless otherwise agreed explicitly, in advance and in writing.

16.3 If and to the extent that We are hindered by an act or omission of You in Our performance of the Contract the following applies:

16.3.1 We have the right to suspend our Services under the Contract until the impediment has been cured, while this remedy shall be in addition to any and all other rights that remain unaffected.

16.3.2 We shall not be liable for any costs or damages incurred by You arising directly or indirectly from our failure to perform our obligations under the Contract;

16.3.3 You shall reimburse Us for any costs, damages or losses we had to sustain, caused directly or indirectly by Your act or omission.

17. Protection of Our Intellectual Property Rights

Any Intellectual Property Rights owned by or attributed to Us, including but not limited to copyrights, trademarks, patents and design rights, are Our exclusive property, or such of our licensors. You must not use them, unless we have entered into a specific agreement in writing permitting you expressly to do so.

18. Third Party Rights and Your Indemnification towards Us for acts of Unfairness

18.1 By accepting these ToC You confirm to Us the following:

18.1.1 that You have and that You will maintain all required licenses, consents, permissions or other rights to use that are required to use Your Model or any other Specifications for producing the Products and for shipping them to the designated ship-to address.

18.1.2 that You will herewith grant us and the Supplier selected (or re-selected) by You any license, consent, permission or other right to use that is required to produce the Products You have ordered.

18.2. You agree to indemnify and hold us harmless against any claim made by any Third Party against Us, our directors, officers or employees due to any infringement of a Third-Party Intellectual Property Right caused by You, to the extent permitted by applicable law.

19. Data Protection

Any Personal Information that We collect in conjunction with our business relationship, especially with regard to the execution of our Contract, will be handled in accordance with Our [Privacy Policy](#).

20. Confidentiality

20.1 Any Information that You receive as part of our Service and that is only accessible by using your Log-In-Information is Our business secret. This applies specifically, but is not limited to:

20.1.1 the Supplier selection, ranking, commercial terms in the context of Your specific request;

20.1.2 the structure, the webforms, the method, algorithm, the layout and the design used to interact with You and to transfer Your request into a suitable offer;

20.2 You may only disclose such Confidential Information to the extent necessary for the performance of our Contract only to those of Your employees and subcontractors who have a need to know with regard to the purpose of fulfilling Your obligations under the Contract. You must ensure that such employees and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.

21. Limitation of Liability

21.1 None of the provisions herein shall affect applicable statutory product liability law.

21.2 We will assume liability for damages caused by intent or gross negligence.

21.3. We will assume liability for damages to life, health or physical integrity or resulting from breach of an essential contractual obligation, as long as Our Services have been used within the limits of the Contract, specifically these ToC and the Terms of Use.

21.4 Beyond Sections 21.1 to 21.3, Our liability shall be limited to the extent of typical and foreseeable damages as of the moment the Contract has been entered into.

21.5 Within the limits stated in Sections 21.1 to 21.4, We shall not be liable for the following:

21.5.1 any loss of business opportunities and any other loss, even indirect, that may be incurred by You (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);

21.5.2 damages or losses resulting from interruptions or malfunctions of our Services due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyberattacks, interruptions in the delivery of products, third-party services or applications;

21.5.3 any losses that are not the direct consequence of a breach of the Terms by the Owner;

21.6 If You are not a Consumer under applicable mandatory law, notwithstanding the regulations in Sections 21.1 to 21.4, in any event of liability, the compensation owed by Us may not exceed the total payments that have been, will be

or would be received by Us from You based on the Contract over a period of 12 months, or during the period of the duration of the Contract, if shorter.

22. Cancellation Right for Consumers

22.1 This Section 22 only applies if the following conditions apply:

- (i) You are qualified as a Consumer under applicable mandatory law and
- (ii) Such applicable mandatory law provides for a cancellation right for Consumers.

22.2 In general, as a Consumer You have the right to cancel the Contract under EU Consumer protection laws, specifically §312g BGB (German Civil Code) during the period set out in Section 22.4 (Cancellation Right for Consumers). This means that during such a period You may freely change Your mind and decide that You do not want to receive or keep the Products, cancel the contract and receive a refund. You can obtain further information and advice regarding the Cancellation Right for Consumers at

https://www.bmiv.de/DE/Verbraucherportal/KonsumImAlltag/Widerrufsrecht/Widerrufsrecht_node.html.

22.3 However, this Cancellation Right for Consumers does not apply to You, if the Products are made to Your specifications or are clearly personalized. This includes specification that are specific to You, even if You use pre-set models.

22.4. Your deadline for exercising Your Cancellation Right for Consumers depends on the Product ordered and the mode of delivery.

22.4.1 If the Contract is for one individual Product, the end of the cancellation period is 14 days after the day on which You have received the Product.

22.4.2 If the Contract is for either (i) one individual Product which is delivered in separate instalments on separate dates, or (ii) for multiple Products, the end of the cancellation period is 14 days after the day on which You have received the last instalment under (i) or the last of the separate Products ordered.

22.5 As a Consumer You may cancel the Contract using Your registered account or You may notify Us by e-mail to support@craftcloud3d.com or by mail to **All3DP GmbH, Ridlerstr. 31A, 80339 München, Germany.**

You are free to use the form provided by the Federal Ministry of Justice and Consumer Protection when canceling in writing or by e-mail – which You can find here:

https://www.bmiv.de/SharedDocs/Archiv/Downloads/VerbraucherVertragsRechte_Muster_Widerruf.html?nn=7625022.

22.6 If as a Consumer You have a Cancellation Right for Consumers and exercise it with regard to Your Contract with Us, We will:

22.6.1 refund your payment for the Products affected by the cancellation. However, You should be aware that We are permitted by law to reduce the refund in order to reflect any reduction in value of the Products, if this has been caused by You handling them in a way which would not be permitted in a shop. If We refund the payment before We have been able to inspect the Products and later discover that You have handled them in an unacceptable way, You must pay Us an appropriate amount.

22.6.2 refund any Delivery Costs You have paid, although, as permitted by law, Our maximum refund will be the costs of delivery by the least expensive delivery method We offer (provided that this is a common and generally acceptable method).

22.6.3 make any refunds due to You as soon as reasonably possible, specifically:

22.6.3.1 if You have received the Products already, 14 days following You providing us with evidence that You have sent back the Products to Us (for information how to return Products in such case, see Section 22.5).

22.6.3.2 if You have not received the Products or You have received them and We have offered to collect them from You, 14 days after You have informed Us of Your decision to cancel the Contract.

22.7 In case You return the Products to Us under Section 22 because they have a defect, We will refund the payment in full, plus any applicable delivery charges and reasonable costs You incur in returning the Products to Us.

22.8. We will refund You using the same Payment Method used by You to pay.

22.9. If a Product has been delivered to You before You have decided to cancel the Contract the following applies:

22.9.1 You are obliged to return it to Us without undue delay and in any event not later than 14 days after the day on which You informed Us that You wish to cancel the Contract. You can either send it back, return it to Us or hand it to Our authorized carrier.

22.9.2 Unless the Product is defect (in this case, see clause 22.7), You will be responsible for bearing the costs of returning the Product to Us.

22.10 As a Consumer, You have legal rights in relation to defect Products. These legal rights are not affected by the Consumer Customer's right of return and refund in this clause 22 or anything else in these ToC. Advice about legal rights is available from any local Citizens' Advice Bureau or Trading Standards office.

22.11. As a Consumer You may also cancel a Contract where You choose to cancel because We are affected by an Event Outside Our Control or if We change the Terms under this Section 22 to Your material disadvantage.

22.12. We may cancel a Contract before the Products are delivered due to an Event Outside Our Control or due to the unavailability of stock. In this event We will promptly notify You, and:

22.12.1. if You have made any payment in advance for Products that have not been delivered, We will refund such payments to You;

22.12.2. where We have already started to produce the Products in accordance with the Specification supplied by You, We will not charge You and You will not have to make any payment to Us.

23. Our cancellation right

23.1. Nothing in Section 22 shall restrict or limit Our right to cancel a Contract from our end for cause, including, but not limited to default in payment by You or material breach of our Contract by You and Your failure to correct the situation within 30 days of Us requesting You in writing to do so.

23.2. In case of cancellation of the Contract by Us in accordance with Section 23.1:

23.2.1. You shall immediately pay to Us all Our outstanding unpaid invoices and interest and, in respect of Products or Services supplied for which no invoice has yet been sent to You, We shall submit an invoice, which shall be payable by You immediately on receipt. **You do not have the right to offset claims, except they have been adjudicated to You by a competent court or if We have acknowledged them explicitly and in writing.**

23.2.2. You shall return all Products which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safekeeping and must not use them for any purpose not connected with the Contract;

24. Other effects of cancellation

24.1 The accrued rights and remedies of the Parties at cancellation shall not be affected by Sections 22 and 23, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of cancellation or expiry.

24.2 The Party exercising the right of cancellation may terminate any licenses granted under the Contract

24.3. Sections which expressly or implicitly have an effect after cancelling shall continue in full force and effect.

25 Contacts & Communication

Any and all communication related to Your use of Craftcloud and any communication, including legal communication, under Your Contract with Us must be sent to the contact Information as stated in [Annex 1 "Contact Information"](#) to these ToC.

26. Changes to the Terms of Use (ToU) and Terms of Sale (ToC)

We reserve the right to update, amend or otherwise modify the ToU or ToC at any time. However, such changes will not affect any Contracts that We have entered into with You prior to that change. Such changes will however apply to any Contracts following the implementation & publication of the changes.

27. Not executing a right does not mean waiving it

Just because we do not assert any of our legal rights in a given case or for a given period shall not mean that we waive doing so in the future.

28. Assignment of rights under the Contract

28.1 You may not assign any of Your rights based on a Contract with Us, unless

- (i) we have consented to it beforehand and in writing, or
- (ii) this right is provided for by applicable mandatory law.

28.2 We may transfer all or any of its rights under this Agreement to a third party. In that case we will ensure that this will not affect Your rights under our Contract.

29. Severability

Each of the Sections of these ToC operates separately. If any court or relevant authority concludes that any Section is unlawful or unenforceable, the remaining paragraphs shall remain in full force and effect.

30. Primary attempt of amicable dispute resolution & Online Dispute resolution for Consumers

30.1 We both commit to give amicable dispute resolution priority and to sincerely engage into an attempt to settle a dispute out of court.

30.2 The Party making the claim must start the formal dispute resolution procedure by requesting in writing that management conversations shall be held.

30.3 If within 30 days following the request in writing under Subsection 2 no amicable solution has been reached, both Parties shall be free to use judicial services available.

30.4 The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving any dispute related to and stemming from online sale and service contracts. As a result, any European Consumer can use such platform for resolving any dispute stemming from contracts which have been entered into online. The platform is [available at the following link](#).

31. Protecting Consumer Rights

If You are a Consumer und applicable mandatory law, the respective mandatory Consumer Laws shall apply.

32. Jurisdiction & Governing Law

32.1. Our Contract and any dispute or claim arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the laws of Germany, excluding the conflict of law's provisions and excluding the United nations Convention on the Sales of Goods.

32.2. We agree that the courts of Munich, Germany, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or its formation. Section 30.4 remains unaffected.

ANNEX 1 to the “Terms of Contract of “Craftcloud, a service of All3DP GmbH

Contact Information

For any and all communication to Us you may use the following avenues:

Email to: support@craftcloud3d.com

Physical mail to:

All3DP GmbH
Ridlerstr. 31A
80339 München
Germany

Further contact information can be found in the imprint-section of our website:

<https://all3dp.com/terms-of-use/>

ANNEX 2 to the “Terms of Contract of “Craftcloud, a service of All3DP GmbH

Payment Option Overview

For payments to Us you may use the following options.

PLEASE NOTE THAT THERE MAY BE FEES ASSOCIATED WITH SUCH PAYMENT PROVIDERS THAT WILL BE CHARGED BY THE PAYMENT PROVIDERS DIRECTLY TO YOU, ON TOP OF THE PAYMENTS DUE FOR THE PRODUCT.

PAYONEER GmbH Germany

Payoneer is a global payment orchestration platform who connects payment service providers with merchants.

[Payoneer Privacy Policy](#)

[Payoneer Global Licenses](#)

[Payoneer Legal Information](#)

[Payoneer.com](#)

PAYPAL

[Paypal US User Agreement](#)

[Paypal US Privacy Statement](#)

[Paypal EU User Agreement](#)

[Paypal EU Privacy Statement](#)

STRIPE

Stripe is a global payments provider who accepts all major debit and credit cards from customers around the world.

[Stripe Global Service Agreement](#)

[Stripe Global Privacy Policy](#)

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