



Terms & Conditions

Welcome, and thank you for your interest in re:3D®, Inc and Gigabot®. These Terms and Conditions reflect a legally binding contract between you and re:3D®.

By placing an order for any products offered through shop.re3D.org, or through an agent via Sales@re3D.org, you agree to be bound by these Terms and Conditions. You should print a copy of these Terms and Conditions for future reference

These Terms and Conditions were last updated on June 23 2021 and are subject to change by re:3D without prior written notice at any time, in re:3D's sole discretion. Any changes to the Terms will be in effect as of the last date updated.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY PLACING AN ORDER FOR ANY RE:3D PRODUCTS OFFERED THROUGH SHOP.RE3D.ORG, OR THROUGH AN AGENT VIA SALES@RE3D.ORG, YOU ACKNOWLEDGE AND REPRESENT ON BEHALF OF YOURSELF AS AN INDIVIDUAL, YOUR EMPLOYER, OR ANOTHER ENTITY WHICH HAS NOT PREVIOUSLY ACCEPTED THESE TERMS (YOU AND SUCH ENTITIES, COLLECTIVELY, "CUSTOMER"), THAT YOU HAVE THE AUTHORITY TO ACCEPT AND HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS AS UPDATED ON THE DATE ABOVE (COLLECTIVELY, THESE "TERMS").

If you are not eligible, or do not agree to these Terms, then please do not make an order of re:3D products.

ORDER AND PAYMENT

- A. re:3D will not ship the order or any parts of the order unless the order is accepted pursuant to Section 1(b) and until re:3D receives and processes or clears Customer's payment for the order.
- B. Customer shall make payment for the order, as directed by re:3D and inclusive of shipping, insurance, and taxes, in full prior to the shipment of all or any part of an order. Customer's payment may be in the

form of check, wire transfer, Paypal, or credit card.

- I. All payments are due in U.S. dollars.
 - II. Checks must be addressed to 1100 Hercules Ave, Suite 220 Houston, TX, 77058.
 - III. Orders paid with a credit card or PayPal will be charged a 3% processing fee.
- C. In the event Customer is in default in the payment of any sum invoiced by re:3D, then re:3D may delay or suspend delivery of the order and any associated services, or cancel any existing, pending or new orders and/or agreements with Customer.
- I. Customer is not entitled to, and shall not, suspend payments, set off, or otherwise deduct from any amounts invoiced by re:3D.
- D. All orders are subject to acceptance by re:3D. re:3D shall not be deemed to have accepted any order (or any portion thereof) until re:3D issues a written acceptance for the proposed order. re:3D may choose not to accept any order in its sole discretion.
- E. If any order is accepted, these Terms will supersede all prior agreements, purchase orders, quotations, proposals and other communications regarding the order. re:3D's acceptance of any order is limited to and conditional upon acceptance of these Terms exclusively. These Terms do not constitute an acceptance of any offer or proposal made by the buyer. Any additional or different terms proposed by the buyer, whether in any purchase order, acknowledgement, or otherwise, are unacceptable to re:3D, are expressly rejected by re:3D.
- F. If a quotation is requested and issued by re:3D, it will be valid for 30 calendar days, starting the day after the quote was issued. After 30 calendar days, a quote is deemed to be revoked, and the customer will need to submit a new order and receive a new quote.
- G. With the exception of U.S. federal taxes, all prices are exclusive of, and Customer shall pay directly or promptly reimburse re:3D for all applicable sales, use, and other taxes or duties imposed or otherwise due, on the sale, purchase, or license of the order and any associated service, and all bank transfer fees.
- H. Customer acknowledges that re:3D is the sole owner or licensee of all intellectual property rights, licenses, and trade secrets (collectively, "Intellectual Property") that relate to products and software and the use thereof. No right or license in Intellectual Property is granted to Customer by implication, estoppel or otherwise.
- I. Customer agrees that it shall not directly or indirectly:

- i. Reverse engineer or alter the products, any part thereof, or any composition made using the products.
- ii. Make or permit use of any trademark, trade name, service mark or other commercial symbol of re:3D without its prior written consent.

SHIPPING, RISK OF LOSS, AND TRANSFER OF TITLE

- A. The goods will be shipped in accordance with CIP (Incoterms 2010).
 - I. re:3D shall contract for shipment and related insurance to the Customer's named place of destination, at the Customer's expense.
 - i. Customer is responsible for all costs after delivery to the shipment's first carrier, including unloading costs.
 - ii. For shipments to destinations outside of the United States, these costs will include all duties, taxes, and other charges, as well as the cost of carrying out customs formalities in the country of import. re:3D will conduct export clearance in the United States.
 - II. Risk of loss shall pass from re:3D to Customer at delivery to the shipment's first carrier; Customer bears all risk of loss after that point.
 - III. Delivery shall be effected using such modes of transport and such carriers as re:3D shall deem appropriate.
- B. In no event shall re:3D be liable for any direct or indirect damage or loss that the Customer may incur resulting from any delivery failure or delay. Customers must report any shipping damage, activated tip-and-tells, unusual shock sensor data, broken seals, or damage to shipment packaging within 48 hours of product receipt.
 - I. re:3D may file all claims against any insurance for which it contracts, as it deems appropriate. Customer shall cooperate with re:3D in all matters relating to insurance claims.
- C. If Customer refuses or neglects to take delivery of the order or any part of the order, Customer has no right to receive a refund or rebate for the value of the refused or neglected parts of the order.

COMPLIANCE WITH LAWS

- A. Customer shall comply with all applicable laws, rules, and regulations with respect to, but not limited to, the use, sale, and distribution of the product.
- B. If this transaction involves an export of items from the United States (including, but not limited to, commodities, software or technology), re:3D reserves the right to cancel the order and not to ship the product if the transaction would not comply with U.S. export controls or sanctions.
- C. Customer agrees that it will not transfer, divert, use, export, re-export, or otherwise transmit such items contrary to United States or any other applicable laws. Any diversion of an item contrary to United States law is strictly prohibited.

RETURNS

- A. Products may not be returned without express, written return authorization from re:3D. No authorization will be provided for any return initiated more than 30 calendar days from the date of delivery.
- B. All returns will be subject to a \$1000 restocking fee.
 - I. Customer is solely responsible for all shipping and handling charges and for all transportation arrangements for returned items.
- C. Customer shall properly package all items for return in accordance with re:3D's return packaging instructions. Customer is responsible for, and re:3D will not issue a refund for, goods that returned damaged.
- D. re:3D will not authorize returns of:
 - I. Products purchased through resellers.
 - II. Products subject to any liens, claims, or adverse interests.
 - III. Sample prints, custom prints, consumable items including 3D printer filament, and items returned that are damaged, unsanitary, or missing any components.
- E. Any attempted return of items without authorization will not be granted a refund or credit by re:3D.

LIMITED WARRANTY

- A.** re:3D warrants products to be free from defects in materials and workmanship (the “Warranty”) for a period of 6 months from the day the Customer receives the order (the “Warranty Period”). If a product fails or malfunctions during normal and proper use within the Warranty Period, then re:3D will, subject to exclusions and at its sole discretion, repair or replace the defective parts within the product or the product itself with items that are functionally equivalent to or better than those originally supplied, using new or refurbished parts or units. Subject to Sections 5(a)-(h), with respect to any such products under the Warranty during the Warranty Period, Customer shall return such products to re:3D. re:3D shall pay for warranted returns made in accordance with the return policy in Section 4.
- B.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND re:3D SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- C.** This limited Warranty applies to re:3D, Inc. Gigabot printers delivered in North America only. No warranty is provided to any product or for any product that ships outside of North America.
- D.** Customer must report any Warranty claim within the applicable Warranty Period by contacting re:3D in writing with a reasonably detailed description of the defect.
- E.** re:3D will be responsible only for those defects (i) then under valid Warranty; (ii) reported and received in a timely manner, and (iii) not excluded under these Terms. This warranty expressly excludes:
- I.** Damage caused by normal wear and tear.
 - II.** Consumables.
 - III.** Custom prints.
 - IV.** Services, including technical or other support.
 - V.** Any software associated with the products. This warranty applies to re:3D’s hardware only.
 - VI.** Any non-re:3D manufactured products (“Third-Party Products”) even if such Third Party Products are sold by re:3D to Customer.
 - VII.** re:3D does not warrant uninterrupted or error-free operation of this product.
- F.** The Warranty will terminate and will not apply to or be valid under conditions including but not limited to the following:

- I. Unauthorized resale, or where any product's serial number been altered, cancelled, removed, or is otherwise identified as invalid by re:3D;
 - II. Failure to comply with product instructions or recommended maintenance procedures;
 - III. Product is or has been altered or damaged by misuse or by use not in compliance with re:3D's recommendations or requirements, neglect, moisture, liquids, proximity to heat, or abuse;
 - IV. Use of third-party repair services or third-party replacement parts or alterations or of third-party resins or software, other than those that have been pre-approved or pre-authorized by re:3D in writing;
 - V. Operation or use of re:3D products in violation of applicable laws or regulations.
- G. Any products and or components repaired or replaced by re:3D will be under Warranty for 6 months starting the day that the Customer receives the repair or replacement.
- H. ALL re:3D WARRANTY TERMS AND AGREEMENTS ARE NON-TRANSFERABLE AND ONLY APPLY TO THE ORIGINAL UNIT AND ORIGINAL PURCHASER. re:3D IS NOT LIABLE FOR A CLAIM MADE BY A THIRD PARTY OR MADE BY CUSTOMER FOR A THIRD PARTY. Therefore, this Warranty does not apply when a product's proof of purchase cannot be confirmed or is claimed by anyone other than the Customer. Please keep the original purchase invoice as proof purchase.

INSTALLATION

- A. Customers may request on-site installation assistance with the purchase of a product at rates as quoted by re:3D.

LIMITATIONS ON LIABILITY

- A. IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND re:3D'S SOLE LIABILITY SHALL BE REPAIR OR REPLACEMENT AS SET FORTH IN SECTION 5.
- B. IN NO EVENT SHALL re:3D, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, OR ITS AFFILIATES, MANUFACTURERS, SUPPLIERS OR LICENSORS (AS THIRD PARTY BENEFICIARIES) BE LIABLE FOR DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER LOSSES OR LIABILITIES DIRECTLY RELATING TO THE PRODUCTS OR SERVICES OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE SAME INSTALLATION OR OTHER USE OF PRODUCTS OR THE PROVISION OF SERVICES, IF AND TO THE EXTENT SUCH DAMAGES OR LOSSES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT(S) OR RELATED SERVICES THAT DIRECTLY GAVE RISE TO THE DAMAGES OR OTHER LOSSES OR LIABILITIES CLAIMED. THIS INCLUDES ANY LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF CONTRACTS, LOSS OF THE USE OF MONEY, LOSS OF

ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF IT IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, PRODUCT OR OTHER STRICT LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

- C. re:3D IS ONLY LIABLE FOR THE PRODUCTS MANUFACTURED BY ITSELF AND ONLY TO THE EXTENT PURSUANT TO THESE TERMS. FOR AVOIDANCE OF DOUBT, ANY NON-re:3D MANUFACTURED PRODUCTS (“THIRD-PARTY PRODUCTS”) EVEN IF SUCH THIRD PARTY PRODUCTS ARE SOLD BY re:3D TO CUSTOMER, ARE PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, OTHER THAN THOSE WARRANTIES EXPRESSLY PROVIDED TO re:3D BY THE PROVIDER OF THE APPLICABLE THIRD PARTY PRODUCT, TO THE EXTENT THAT THESE CAN BE PROVIDED BY re:3D. IN NO EVENT SHALL re:3D BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGE OR LOSS THAT THE CUSTOMER MAY INCUR RESULTING FROM PURCHASING, INSTALLATION AND/OR USE OF THIRD-PARTY PRODUCTS.
- D. Customer agrees not to use any product purchased from re:3D for any illegal purposes or for the violation of any third party’s intellectual property rights. Customer agrees to indemnify, defend and hold harmless re:3D and its affiliates against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) caused by or related to Customer’s violation of the foregoing restrictions or negligence.
- E. re:3D reserves the right to make changes without further notice to any products.

GOVERNING LAW

- A. These Terms and the transactions contemplated hereby shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard to that state’s conflict of laws provisions.
- B. The United Nations Convention for the Sale of Goods shall not apply to this agreement.

DISPUTE RESOLUTION AND ARBITRATION

- A. Any dispute, controversy or claim arising out of or relating to this Agreement and any associated transactions or sales, or the breach, termination or invalidity thereof, that is not resolved amicably by the parties shall be finally determined and settled by arbitration conducted by a sole arbitrator and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures. The arbitration shall be conducted in the English language in Houston, Texas. Each party shall bear its own costs and expenses. Judgment upon the award made by the arbitrators may be entered by any court having jurisdiction. Notwithstanding the foregoing, nothing in this Section 9 shall be construed to prevent re:3D from seeking injunctive or other interim

relief or remedies in any court or other tribunal as re:3D deems appropriate pending arbitration, which shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

ENTIRE AGREEMENT

- A. These Terms constitute the entire agreement and understanding between the Parties regarding the terms of each product sale, and supersede all prior and contemporaneous representations, promises, statements, agreements and understandings, written or oral, regarding the subject matter hereof.

SEVERABILITY

- A. The invalidity or unenforceability, in whole or in part, of any provision hereof shall not affect in any way the validity and enforceability of the remainder of such or any other provision.

SURVIVAL

- A. Any provisions in these Terms which by their nature extend beyond the termination or expiration of any sale will remain in effect.

FORCE MAJEURE

- A. The failure or delay of re:3D in performing any of its obligations under these Terms will not be deemed a breach of these Terms to the extent that such failure or delay is directly due to national emergency, war, riot, insurrection or other civil commotion, or any act of God, fire, flood or other casualty, or governmental regulations or the inability to obtain necessary governmental approvals or licenses, material shortages, labor disputes or any other cause beyond the reasonable control of the affected party.