

3D Orbit. Terms and Conditions

We welcome you to the 3D Orbit website, 3dorbit.nl (the “3D Orbit Website” or “Website”). The Website is managed by 3D Orbit, (collectively, “3D Orbit”, “we”, “us” or “our”) located at Unit A.06, Oudeweg 91-95, 2131 CC Haarlem, the Netherlands. Your access to and use of the Website and the Services are subject to the following terms and conditions (“Terms and Conditions”).

Your Consent

Please take a few minutes to read our Terms and Conditions. By using the 3D Orbit website and service, you acknowledge to have read, understood and agree to be bound by these Terms and Conditions and to comply with all applicable laws and regulations. If you do not agree with these Terms and Conditions, you should not use the 3D Orbit Services and Website.

Modifications

We reserve the right to update or modify these Terms and Conditions at any time, without prior notice, by posting any such revised version of these Terms and Conditions behind the link marked “Terms and Conditions of Use” at the bottom of each page of this Website. Your continued use of the Website after we have posted the revised Terms and Conditions constitutes your agreement to be bound by the revised Terms and Conditions.

3D Orbit Services

3D Orbit Services are provided through the website and over email (info@3dorbit.nl). Through the website you can obtain information about our services, request a quotation, place orders for products and receive such other services as we may offer from time to time (collectively the “Services”). 3D Orbit uses AMFG software for its automatic uploading system that will check and price 3D models.

Manufacturing Services

Our manufacturing service is used to create physical 3D models from digital 3D designs.

The 3D design (or ‘3D file’ or ‘3D model’) can be uploaded to our website, viewed in 3D, checked for manufacturability, quoted for manufacture in a range of materials and ordered from us to be manufactured. Information and technical data sheets for the materials and manufacturing technologies can be found on the materials and technology pages on our website.

Unless stated differently during the checkout process, all costs will be billed and collected by 3D Orbit. If your model is not manufacturable or has features that may lead to unsatisfactory results of

the manufacture process, we will contact you and advise the changes that need to be made. If changes are not possible, a refund can be given providing that manufacturing has not commenced. We use software provided by DigiFabster that checks your model for manufacturability ('health check') and possibly repairs it automatically. Models that do not pass the health check for 3D printing will require an inspection by one of our expert 3D designers. We might – but not necessarily will – be able to fix your model or make modifications that will allow it to be manufactured. Most 3D files require simple fixing that can be completed in under 10 minutes, this is provided FREE OF CHARGE by 3D Orbit. Models that require fixing in excess of 10 minutes may require expert services for file fixing. 3D Orbit only offer file fixing services in combination with an order of 3D prints of the model. By purchasing file fixing services you will reduce, but not completely remove, the risks related to the potential non/limited-manufacturability of your model and the limits of the 3D printing technology, which might lead to unsatisfactory results of the 3D-print process.

A model that successfully passes our checks for manufacturability, either before or after having been automatically repaired, might still be non-manufacturable. We run routine checks on all models and will advise you, but we shall not be held responsible for any loss, damage or costs incurred if the model has features that are outside the guidelines stated on our design guide page on the 3D Orbit website.

CAD Design Services

Our CAD Design Service is used to create high quality 3D files optimized for 3D printing.

Account Terms

You must be at least eighteen (18) years of age to use this Service. If you are under 18, you may use 3D Orbit only with involvement of a parent or guardian. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur there under. We will not be liable for any loss or damage from your failure to maintain the security of your account and password. We reserve the right to refuse service to or terminate service of anyone at any time without notice for any reason.

Manufacturing Service Processes

01 Get an Instant Quote / Email Quote

To order a 3D print of a 3D model or receive a quote, you must have a 3D file. Whilst we accept many different 3D file formats the file extension .stl is preferable. If you have multiple parts, please export each part as an individual STL file, multipart STL files will cost more. You start by uploading the 3D file(s) to the instant quote tool on our website or send us the file(s) via email, either as an attachment or through the contact form on our website.

Using the instant quote tool, you can select manufacturing specifications for each part you wish to order. These include the quantity, material, finish and the turnaround time. There may also be additional services you can select from. If you have emailed the file to us we may ask for more information about the parts before selecting the manufacturing specifications for you. After all of your parts have manufacturing specifications, we ask that you to provide us with information we need for the delivery of the model. Please be informed that the language to be used during the whole ordering process is Dutch or English. Quotes are valid for 30 days from the date of issue.

02 Unacceptable orders, cancellation of orders by us

There may be technical or other reasons why we cannot accept or must cancel your order during the entire ordering process, even after our acceptance of your order. (Such reasons can be for example but not limited to the infeasibility of the model, the features of your model, the destination of the delivery you indicated in your order etc.) In case we cancel your order 3D Orbit will contact you via email. Any functioning weapon or parts from weapons will not be printed. Any parts for weapons concealed or disguised as other parts in an attempt to bypass this rule will remain the responsibility of the person(s) who upload the files and they will be held liable for any legal actions as a result of the printing. Any parts deemed to be of an extreme offensive nature will not be printed.

03 Prices

The prices displayed are based on pricing scheme of the Turnaround time you choose and are valid only for the moment that they are displayed. 3D Orbit reserves the right to change its prices without prior notice. Such changes however will have no effect on orders completed before the posting of a new price. We do our best to prevent errors in the pricing. However, should an error occur, we are not bound by our offer and may cancel the order.

04 Payment and price

Payment must be made in full prior to printing unless an order is confirmed via email as bulk in which case 50% payment can be made upfront and 50% upon completion. Payment must be made in full prior to delivery. Lead times for the printing process start on completion of payment and not from the time of the upload. The cut-off for Express orders is payment made before 2pm on weekdays. The lead time for Orders paid after 2pm will start from the next working day. Payment should be made through an invoice emailed out and should be paid by credit card or bank transfer. If agreed on payment after delivery the payment will have to be made within 30 days of the Invoice or Delivery date. If a payment is late an 8% base rate fee will be added for business to business transactions.

05 Acceptance

After sending your order, we will send you an order confirmation to the email address with which you signed-in or supplied with the upload. The order confirmation will be effective as of the date on which the order confirmation is sent to you. If we cannot accept your order, we will contact you by email. You should verify the details in the confirmation email. If there are errors you should contact us as soon as possible by sending an email to info@3dorbit.nl.

06 Amendments to Order including Adding files/Changing files

After the acceptance and payment of the order, there can be no changes to the files or processes, excluding the addition or removal of Print Finishing. If the file has not already been printed, any changes are subject to a €10.00 admin charge which must be paid for before the change comes into effect.

07 Lead Times

Lead times are only estimates and NOT IN ANY WAY guaranteed. Infrequent and unpredictable factors like machine failure, power cuts and acts of God may cause orders to be delayed by a number of days. If Express orders take significantly longer than expected, a partial refund may be given to equal the cost of an Economy order, but no full refunds are given. There are no Lead time related refunds for Economy orders. If you are on a deadline, it is strongly advised that you choose the Express tariff.

08 Shipping

Your order will be delivered to your shipping address or will be available for pick-up depending on the service you choose. We are not liable for incorrect shipping addresses, and no refunds are given if incorrect shipping addresses are given. All packages are sent out in a protected box and by recorded delivery. In the event that packages are returned to us we will resend them out, though this may incur additional charges. In case of doubt, check the delivery address on any of the update notification emails you have been sent. We are not liable for any damage or cost caused by delay in shipping or delivery. Change of shipping address is permitted, however your model will be placed at the back of the queue for printing and lead times will commence from the date of the address change unless otherwise stated.

09 Cancellation of your order, return of models

Due to the nature of our Services, you cannot cancel your order after it goes into production. Orders that contain non-refundable items are still cancellable, however note that refund or cancellation will not apply to items in the order that are non-refundable. We are not responsible for your design should it not work or not fit the designed purpose unless what we provide is substantially dimensionally different to what has been supplied to us in STL format.

10 Minimum Guaranteed Thickness

Parts are guaranteed to a minimum wall thickness of 1 mm. We will print things thinner than 1 mm, but it is at your own risk. If these break in our hands, your hands, during delivery, or lost during the cleaning process, it will not be covered or re printed for free. Although, we do our best to check over every single model for printing, sometimes thinner parts can be missed, 3D Orbit is not held responsible if the parts are missed and printed anyway which results in a failed or broken part.

11 Polishing and Painting

Polishing and painting are additional processes to the manufacturing time and lead times that are stated. If you agree to use one of these services then you accept that an additional 3 working days, per service may be added to the lead time if necessary.

12 Use of 3rd Party Companies

In certain circumstances it may be necessary for 3D Orbit to use a 3rd party company to complete orders or certain aspects of a job. E.g. finishing work. 3D Orbit cannot be held responsible if there are any problems or longer lead times caused by using this 3rd party. Although we strive to complete jobs within the lead times stated, we cannot always guarantee these.

13 Refund of Production Run Sample

If you are looking to place a production run with us but need a sample first, we are able to offer a refund of the sample order, up to the value of €40 excluding postage, once an order with a value of €500 and postage is placed with us for the same part, a refund can be issued. Only 1 sample refund is allowed per order, maximum refund amount is €40.

14 Delays to Order

In some very rare circumstances there may be a delay to your order, in these circumstances there may be a variety of reasons which include, but are not limited to; failure of Quality Control due to discoloration or damage, machine failure, power cuts and 'Acts of God'. If one or more of these issues do arise, we will re-print the affected files, but this may cause a delay to the order while we await the reprints. As these problems are always unforeseen, 3D Orbit accepts no responsibility for missed deadlines and is under no obligation to offer a refund or any form of compensation.

15 Warranty

As 3D Orbit is independent from the design of the part, 3D Orbit offers NO warranty on any parts and does not insure against design in any way.

Though 3D printing is an excellent and cost effective way to manufacture low volume and one off items, the quality and price are unlikely to match those of mass produced items. Misunderstanding of strength, surface finish and cost are not grounds for a refund in any case.

3D Orbit MAKES NO WARRANTY OTHER THAN THOSE MADE EXPRESSLY IN THIS TERMS AND CONDITIONS TO THE FULLEST EXTENT PERMITTED BY LAW, 3D Orbit HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME STATES OR COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

CAD Design Service Processes

01 Client's obligations

The Client will provide or assist us in obtaining whatever materials, text or information are required for the provision of the services. We reserve the right to charge for time spent acquiring or amending such materials, text or information where those supplied by the Client are inadequate, or where the Client's instructions are inaccurate or incomplete.

The Client will review all specifications, drafts and proofs provided by us and provide feedback and/or approval in a timely manner.

The Client will thoroughly check such specifications, drafts and proofs provided by us before signing off on them. Once written approval has been given the Client will have no further opportunity to make changes to the final product and we shall not be responsible for any error subsequently discovered in the final product. Nor will we be liable for any Client dissatisfaction with the product where the final product is produced in accordance with the signed-off specification. Any changes we do subsequently agree to make will be at our sole discretion and we reserve the right to charge for them. Any claims for damage or short supplied goods must be made in writing within seven days of goods being received. Information sent from the client about specification, modification or general product information must be sent via email and not in hand written or verbal form. Errors occurring from information in non-email form will not be covered for refundable or free of charge amendments to both digital and physical works.

02 Intellectual property

The Client represents and warrants to 3D Orbit that any elements of text, graphics, images, designs, trademarks or other material supplied or disclosed to 3D Orbit are the property of the Client or the Client has permission from the rightful owner to use each of those elements and that 3D Orbit its use of such material shall not infringe the intellectual property rights of any third party. 3D Orbit will inform the relevant governing bodies in the event that it finds itself in possession of an illegal image. Any product produced by 3D Orbit for the Client using or containing anything supplied or disclosed by the Client which infringes the intellectual property rights of any third party will remain the liability of the Client and the Client will indemnify and keep indemnified 3D Orbit against any loss, damage claim or expense arising out of such infringement. Where all sums owed to us under this agreement have been received, 3D Orbit will assign to the Client all intellectual property rights (including copyright) in the final product as are owned by us and capable of assignment. All images, text, layouts, website scripts and source code appearing on or associated with our websites are copyright of 3D Orbit. All media published on our websites remain the intellectual property of 3D Orbit 3D Orbit shall have the right to use the Client's name & logo royalty-free in its own marketing material.

03 Retention of title

All goods or services sold or supplied by 3D Orbit remain our property until payment is made in full. Though the intellectual property of files is under ownership of the client, data files and drawings produced will remain property of 3D Orbit until a release fee is agreed. This fee is at our discretion, though our standard release fee is twice that of the cost of the CAD work and is an additional cost to that of the CAD work itself.

04 Functionality of digital designs created by 3D Orbit

All designs will be to the best of our knowledge and ability, however with prototyping, this may take a few attempts to produce an item fit for purpose. After agreed client sign off of digital items 3D Orbit bears no responsibility for the fit, form and functionality of the parts produced. Amendments and future prints are subject to standard our chargeable rates.

05 Warranties and liabilities

3D Orbit warrants that to the best of its knowledge and belief the final product shall not infringe any third-party rights or be in any way contrary to Dutch law. All other warranties or representations whether express, implied or statutory, with respect to our service, including, without limitation, any implied warranties of merchantability, accuracy, fitness for a particular purpose, or non-infringement are hereby excluded to the maximum extent permitted by law. No oral or written information or advice given by us shall create a warranty. 3D Orbit maximum aggregate liability to the Client under this agreement shall in no circumstances exceed an amount equal to the total amount actually paid by the Client under this agreement. In no event shall 3D Orbit be liable to the Client for any loss of business, loss of opportunity, profits or goodwill or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or we had been made aware of the possibility of the Client incurring such a loss. The Client shall indemnify and keep indemnifying 3D Orbit from and against any and all damage, loss, costs, expenses (including legal costs and expenses) and liability whether civil or criminal which we may incur or suffer resulting from any act, neglect or default of the Client or its agents, employees or licensees, or the infringement of the intellectual property rights of any third party.

06 Confidential information

The parties agree to treat as secret and confidential and not at any time for any reason during or after the termination of the agreement to disclose or permit to be disclosed or made use of any confidential information concerning the other's business which they may acquire in the course of the agreement. The above restrictions shall not prevent: (a) the disclosure of information if required by law; or (b) the disclosure of information which is already in the public domain otherwise than through unauthorized disclosure by the Consultancy.

07 General

Amendment: Any valid alteration to or variation of this agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.

No Waiver: No failure of either party to enforce at any time or for any period any term or condition of the agreement shall constitute a waiver of such term or of that party's right later to enforce all terms and conditions of the agreement.

Severance: If any provision of the agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the agreement and the remaining terms of the agreement shall remain in full force and effect.

Force Majeure: Neither party shall be liable for any delay in performing or failure to perform its obligations under the agreement to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any event of force majeure. The Client's obligation to pay all amounts due under this agreement is explicitly excluded from the provisions of this clause.

Jurisdiction: The agreement is governed by and is to be construed in accordance with the laws of the Netherlands and shall be subject to the exclusive jurisdiction of the Courts of the Netherlands.

Use of the 3D Orbit Website

Copyright and all other proprietary rights in the content of the Website (including but not limited to software, audio, video, text and photographs and excluding all User Generated Content) rests with 3D Orbit or its licensors. All rights in the content not expressly granted herein are reserved. Except as otherwise provided, the content published on this Website may be reproduced or distributed in unmodified form for personal, non-commercial use only. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of 3D Orbit is strictly prohibited. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. Our rights include rights to (i) the Service developed and provided by us; and (ii) all software associated with the Service. All copyright and other proprietary notices shall be retained on all reproductions.

This Website may provide links to other websites that are not under the control of 3D Orbit. 3D Orbit shall not be responsible in any way for the content of such other websites. 3D Orbit provides such links only as a convenience to you, and the inclusion of any link to any such websites does not imply endorsement by 3D Orbit of the content of such websites.

Since the 3D Orbit Service is a web based service, it might be subject to temporary downtime. From time to time we also update our Website, which will result in the Website not being available for a certain period of time. We will endeavor to ensure that the Website operates reliably and consistently, but we do not warrant that the Website will operate uninterrupted without any faults.

We are not responsible for any losses suffered by you as a result of any interruption of the Website, suspension of your access to the Website.

User Generated Content

The term “User Generated Content” when used in this Terms and Conditions shall mean any content uploaded to the Website by you, including but not limited to all uploaded 3D designs, pictures of your 3D objects, pictures of any model, comments on the Website, specifications provided in your order as well as the printed model we create for you based on your User Generated Content. All User Generated Content should not be or contain abusive, harassing, threatening, defamatory, obscene, fraudulent, deceptive, misleading, offensive, pornographic, illegal or unlawful information or be likely to infringe or infringing on any intellectual property rights. Intellectual property rights means copyright, patent, registered design, design right, trademark, trade secret or any other proprietary or industrial right.

3D Orbit has no obligation to review the User Generated Content and can in no way be held responsible for the content of the User Generated Content.

ALL data created/supplied by you remains your own intellectual property, unless you grant us your permission to distribute and share images and information of your parts, this does not include distributing the 3D file(s) that you have supplied us with. By paying for your order you agree that if necessary we are able to outsource your 3D data to one of our carefully selected partners, who they themselves are covered under ours and their own non-disclosure agreements that they won't be able to use any of your data without first seeking you permission.

By agreeing to our service ‘Social Postage’* you agree that 3D Orbit is allowed to show and distribute images of your files, but not including the 3D data itself, via any of our channels, this includes our website and social media channels but it is not limited to these methods. By agreeing to this service we do not need to seek your written permission to distribute images of your files through any of our channels and you are not able to request for pictures to be removed after something has gone live.

*(The Social Postage button this means that if 3D Orbit decide to use any images of your parts through any of means, you will have your postage costs refunded back to you, this is at our own discretion).

Intellectual Property Rights of 3D Designs/Models/Prints

You, as a designer, retain **ALL** your intellectual property rights in your 3D design, including without limitation any and derivative works like 3D renders. Except for the rights and licenses specified below, 3D Orbit shall **NOT** use, modify, display or distribute your 3D design or derivatives thereof. By uploading your 3D design, you warrant that it is either your original creation and not copied from any third party and/or entity or that you own the intellectual property rights of the design. You warrant that your User Generated Content will not infringe the intellectual property rights of third parties.

Should your User Generated Content nevertheless be found to be infringing and/or in violation of any law, you will defend 3D Orbit against third party claims, and be held liable for all (direct and indirect) damages and costs incurred by 3D Orbit with respect to such claims.

We retain the right to review and refuse any order when it, in our own discretion, appears to infringe third party intellectual property rights.

We are happy to sign non-disclosure/confidentiality agreements where necessary.

Consent to Use of Personal Data

By using our Services you agree that 3D Orbit may collect and use personal data about you. Such information collected through this Website shall only be used for our own records and will never be sent, sold or distributed to any third parties without consent.

Limitation of Liability

These Terms and Conditions set out the full extent of our obligations and liabilities in respect of the 3D Orbit Services. Save as set out below, there are no warranties, conditions or other terms that are binding on us regarding the supply of Services except as expressly stated in these Terms and Conditions. Any warranty, condition or other term arising out of or in connection with the Services or the delivered models which might otherwise be implied into or incorporated into these Terms and Conditions by statute, common law, laws applicable in the country where you ordered the Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

3D Orbit WILL NOT BE LIABLE FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHERWISE. OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE RECEIVED FROM YOU BY 3D Orbit FOR THE RELEVANT ORDER..

Indemnification

You agree to indemnify and hold 3D Orbit, its partners, affiliates, distributors, dealers, agents and its and their employees harmless from and against all liabilities, costs, damages and expenses (including reasonable attorney's fees) arising from or relating to any claims that result from your breach of these Terms and Conditions.

Change of the Website, the Services and these Terms and Conditions

3D Orbit reserves the right to make changes to the Website, the Services and these Terms and Conditions at any time. Such amended Terms and Conditions shall be effective upon posting on this Website and will have no effect on sales that were completed before such posting. We will make reasonable efforts to post notices regarding any changes to these Terms and Conditions. Please check the Terms and Conditions published on this Website regularly to ensure that you are aware of all terms governing the Website and the Service.

Miscellaneous

These Terms and Conditions, together with the Privacy Statement and any other policies, guidelines, or FAQs posted by 3D Orbit represents the complete and exclusive agreement relating to the subject matter hereof which supersedes any proposal or prior agreement, oral or written and any other communications between you and 3D Orbit. No amendment of these Terms and Conditions shall be binding upon 3D Orbit unless in writing and signed by 3D Orbit. If any provision is held to be void or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of these Terms and Conditions.

Contact Information

If you have any questions regarding these Terms and Conditions or the Services, you can contact us by sending an email to info@3dorbit.nl SHOULD YOU EXPERIENCE ANY PROBLEMS, PLEASE CONTACT US AND WE WILL DO OUR BEST TO FIX IT AS SOON AS POSSIBLE. SINCE WE ALWAYS WANT TO FURTHER IMPROVE OUR SERVICES, WE WELCOME ALL FEEDBACK. 3D Orbit MAY CONTACT YOU TO ASK YOU ABOUT YOUR EXPERIENCES.

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