



DWSLAB XFAB® STORE GENERAL TERMS AND CONDITIONS OF SALE

The offer and sale of the 3D printing systems XFAB® ("the Products") through the website www.dwslab.com ("the Website") shall be governed by these General Terms and Conditions of Sale.

Before sending the purchase order read carefully these General Terms and Conditions of Sale. You may print a copy of the General Terms and Conditions of Sale.

A. Information on the Seller

The XFAB® and the relevant consumables ("Products") are manufactured by DWS S.r.l. ("DWS") with registered office at Via Lago di Levico No. 3, 36010 Zanè (VI) Italy, Italian company registered at Vicenza Company Register (REA) n. 324604 – fiscal code and VAT code IT 03424670242, company capital Euro 10.000,00 f.p. Net Capital as of December 31st 2014 Euro 6.154.364.

Contacts: DWS S.r.l. – administrative office at Via Della Meccanica No. 21, 36016 Thiene (VI) Italy, Ph. +39 0445 810 810, email: info@dwslab.com, website: www.dwslab.com.

B. Formation of the sale contract

In order to purchase the Products through the Website you may:

- (a) register to the Website by filling the registration form after having carefully read the information to data subjects and the information notice concerning the use of cookies;
- (b) purchase the Products as a "guest" of the Website, after having carefully read the information to data subjects and the information notice concerning the use of cookies.

If you want you submit an order for the purchase of one or more Products you shall authenticate yourself to access the Website by using the authentication credentials used for your registration to the Website (if you are a registered user), fill out the purchase order and send it through the Website to DWS, following the instructions.

Consumables are available for XFAB® owners only.

Before transmitting the purchase order form you will be able to check it and correct any mistake using the Cart, flag the selected Products and click "erase" or "update". By sending the purchase order you expressly accept and confirm these General Terms and Conditions of Sale.

The language available for the conclusion of a contract with DWS is English.

The purchase order will include a summary of these General Terms and Conditions of Sale, information concerning the Products and the related price, the payment terms, the delivery terms and costs.

The contract shall be deemed to enter into force once you will received DWS's order confirmation, either by email and through the Website. In case you do not receive the order confirmation, please check for possible spam filtering or contact our customer care at customer-care@dwslab.com.

In case the purchaser order data are not complete you won't be able to send the order.

In the event that Products are no longer available, DWS will promptly inform you by email that the contract is not concluded, explaining the reasons thereto. In case you have already paid the price of the Products, DWS will reimburse the relevant amount.

The purchase order will be stored on our data base during the execution of the order and in any case for the term provided for by the applicable law in order to comply with the contractual obligations. You may check the purchase orders submitted at any time by using your Account.

C. Price and payment terms

The price of each Product (VAT included) is specified in the related product sheet and does **not** include the delivery costs which will be listed in details in the purchase order before its submission.

You may pay the consideration due by using one of the following payment methods:

- (i) Payment by bank wire transfer

in case of advanced payment by bank wire transfer the Products ordered will be kept in stock until the related amount is credited on DWS bank account, which in any case shall occur within 7 days as of the date on which the order was accepted.

Bank details: **CASSA DI RISPARMIO DEL VENETO**

Account Number: 100000002173

BIC: IBSPIT2P

Name of account holder: DWS S.r.l.

Description: order reference number + your name and surname.

In case the sums due are not credited within 7 days as of the date on which the order was accepted, the order shall be deemed null and void.



(ii) **Payment with PAYPAL**

to use this payment method, the client with a PayPal account needs only to select the PayPal option on "your Order Form" Once you click on "Proceed to PayPal" on the order confirmation page you will be forwarded to PayPal login page. The order can then be concluded directly from your PayPal account.

The amount due will be debited from your PayPal account without additional fees and on the currency of the account.

If you do not yet have a PayPal account, you will have the opportunity to create one during the PayPal payment process. In this case you can pay with your credit card.

Products are DWS's property until paid in full.

D. DELIVERY OF THE PRODUCTS

The Products you purchase will be delivered only from Monday to Friday.

Delivery term: within 8 weeks as of the date of the order confirmation and the date of payment. DWS reserves the right to communicate a different term for deliveries during holidays.

DWS shall not be held liable for any late delivery due to the forwarding agent and/or to force majeure.

E. DELIVERY COSTS

Deliveries of the Products in Italy are made by express courier at the address you specified in the order.

For deliveries in USA, Canada, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and United Kingdom.

For other countries please contact our customer care office at customercare@dwslab.com.

The delivery costs will be calculated prior to the submission of the order.

F. CHECKING OF THE PRODUCTS

Upon receipt of the Products it is your responsibility to check that the package is intact, free from damage and not wet and in any case that the seal has not been tampered with. You shall immediately inform the courier of any damage.

Once the courier's documents have been signed, you will no longer be entitled to claim anything about the external characteristics of the Product.

Should the delivered Products not correspond with the Products ordered, you shall immediately notify DWS by email customercare@dwslab.com.

G. WARRANTY FOR DEFECTS

The main characteristics of the Products are listed in the relevant products sheet.

The images and colors of the Products in the Website may differ from the actual Products due to the technical characteristics of the browser and the monitor displays.

DWS guarantees that the Products are free from defects in materials and workmanship for a period of 2 years as of the date of delivery ("Warranty Period"). Should the complaints raised by you during the Warranty Period be grounded and accepted by DWS, the latter

will reimburse the price paid or remove the defect or replace the defective Product, which will be delivered, at DWS's costs, at the same place indicated on the purchase order. DWS may charge a fee for missing or used accessories.

Subject to the loss of warranty, you shall notify in writing and/or by email to customercare@dwslab.com any vices and/or defects found within and not later than 2 months as of the date of the relevant discovery.

The warranty is expressly excluded for vices and/or defects of the Products arising from or consisting in:

- any repair, alteration and/or modification not authorized in writing by DWS;
- normal wear and tear of the materials;
- improper use and/or storage of the Products.

For returns of Products after the Warranty Period the customer is fully responsible for damage in transit and should insure the package for its value and pay all shipping and insurance costs. A shipment tracking service is warmly recommended.

H. RIGHT OF WITHDRAWAL

According to articles 52 and following of the Italian Consumer Code (Decree 206/2005 and further amendments) you have the right to withdraw from the contract without cause, by using the form included on each Products sheet, filing and sending it by email to customercare@dwslab.com within 30 days as of the date of delivery of the Product or, in case of multiple Products ordered in one single purchase order and delivered separately as of the date of the last delivery. The date of delivery shall be the one indicated on the delivery document.

The Product shall be sent back to DWS within 30 days as of the date on which you send the notice of withdrawal, to the following address: DWS S.r.l., at Via Della Meccanica No. 21, 36016 Thiene (VI) Italy.

Please contact our customer care at customercare@dwslab.com and explain the reason for the return, the details of your original order and whether you want a refund or an exchange. After that, we will open a RMA procedure as a mandatory condition for accepting the return or exchange of the purchases. DWS will not accept returned Products without RMA procedure been completed.



Products must be unused, undamaged and complete with all parts and accessories in its original packaging and in the same condition you received them. Consumables will not be accepted if packaging or seals are opened. In case of Products damaged and/or used your withdrawal will **not** be accepted.

The delivery costs shall be borne by DWS.

Upon receipt of the Products, DWS will inspect the Products and, in case they comply with this clause, DWS will send you a notice for acceptance of your withdrawal and inform you about the reimbursement of the price paid, which will be done by DWS in due course.

In case the consignee and the person who paid the Products are not the same person, DWS will reimburse the price of the Products as per this clause to the person who made the payment.

I. MEDIATION - COMPETENT COURT – APPLICABLE LAW

All disputes arising out of or in connection with the sale and supply of the Products through the Website will be submitted to the Online Dispute Resolution Service "RisolviOnline" and resolved in accordance with its rules (click here for the rules http://www.risolvionline.com/sezione.php?sez_id=72&lng_id=14). In case the parties are not able to find an agreement, the dispute shall be exclusively submitted to and settled by the Court of Vicenza, Italy. DWS reserves the right to institute legal proceedings before the court where you have your domicile.

The Italian law shall be the applicable law.

J. HELP DESK

For any information and request please contact DWS help desk:

- By email to customercare@dwslab.com
- By phone +39 0445 810 810

K. LIMITATION OF LIABILITY

DWS shall not be liable in case you are not able to access the Website or send the purchase order for the following reasons: force majeure, break-down or malfunctioning of DWS's hardware, malfunctioning of the internet services.

L. DWS IPR's

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