

3D Hubs B.V.

Danzigerkade 23A
1013 AP Amsterdam
The Netherlands


Company Registration # 57883424
VAT number IT00211959994

Quote: 32LPLOM0H-V1

Bill to	Ship to	Quote Details	
INAF-IAPS Simone De Angelis Via Fosso del Cavaliere, 100 Rome, RM 00133 Italy simone.deangelis@inaf.it +39 329 084 4347	INAF-IAPS Simone De Angelis Via Fosso del Cavaliere, 100 Rome, RM 00133 Italy simone.deangelis@inaf.it +39 329 084 4347	Quote #	32LPLOM0H-V1
		Lead Time	23 Business Days
		Hubs QC & Customs	3 Business Days
		Quote Date	2024-06-02
		Expiry Date	2024-07-02

Secure Payment Link 

https://www.hubs.com/manufacture/payment/quote/b5c22e69-5e62-4379-acc3-590adccb647c?quote_access_token=bede1e19-d392-4f3b-a87a-aaaae66f0f50

Description	Qty	Unit Price	Price
1  piastrina+barra_portacampioni_freddi_v1.step 59.0x137.0x2.0 mm	1	€ 238.75	€ 238.75
CNC machining / Copper C110 l CU ETP / As machined (Ra 3.2µm / Ra 126µin)			
<ul style="list-style-type: none"> General tolerance: ISO 2768 medium Tighter tolerances: Not required No features intended for fits Does not contain part markings Manufactured with 2mm radii No threads 			

Shipping incl. customs costs Standard / 1 – 2 business days € 15.00

Subtotal € 253.75

VAT 22% € 55.82

Total EUR € 309.57

Signature:

Simone De Angelis

By signing or submitting a payment, customer agrees to specifications of the quote (#32LPLOM0H-V1) and the attached Terms & Conditions.

This quote isn't legally binding on Hubs until the order has been confirmed by email.

Payment Details

Secure Payment Link

https://www.hubs.com/manufacture/payment/quote/b5c22e69-5e62-4379-acc3-590adccb647c?quote_access_token=bede1e19-d392-4f3b-a87a-aaaae66f0f50

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General Terms and Conditions of Sale

Version 1.5.8 - May 22, 2024

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These general terms and conditions of sale (the "**Terms and Conditions**") apply to any purchase of goods and services ("**Goods**") by a customer ("**Buyer**") from 3D Hubs B.V., having its place of business at Danzigerkade 23A, 1013 AP, Amsterdam, The Netherlands ("**Protolabs Network or Seller**"). All additional terms, guidelines, and rules, including Seller's Privacy Policy, and Seller's Terms of Use, are incorporated by reference into these Terms and Conditions.

1. General

- 1.1. Protolabs Network Quotes.** Protolabs Network provides a Quote for Buyer's Goods based on a 3D CAD model submitted by Buyer to Seller ("**Quote**"). Any change to the 3D CAD model or to any technical specification requires an updated Quote. Quotes are valid for 30 days, after which pricing may change without notice. Seller reserves the right to correct clerical and other typographical errors in any Quote.
- 1.2. Offer and Contract Acceptance.** These Terms and Conditions, together with a valid Quote, form a legally binding agreement (the "**Agreement**") and contains the entire understanding between Buyer and Seller for the Goods provided by Seller, and supersede any and all other agreements, representations and understandings of the parties, if any, whether oral or in writing. Buyer is deemed to have accepted this Agreement when it accepts a Quote or issues a purchase order or other writing expressing Buyer's intent to proceed with the Agreement ("**Order**"). This Agreement will govern any Order Seller accepts from Buyer and/or from Buyer's authorized purchasers based on the Quote provided to Buyer. The terms and conditions contained herein shall be the only terms that shall govern the purchase and sale of the Goods between Buyer and Seller, and no other terms and conditions shall apply, and are hereby expressly excluded, including, without limitation, any terms contained in a request for quotation, purchase order, website, or elsewhere. With respect to technical specifications including 2D technical drawings, material, surface finish and quantity, those included in the Quote will prevail, and any and all other terms and conditions shall be excluded and deemed inapplicable.
- 1.3.** Seller's website, apps, products, and services are designed for businesses and their representatives. Seller does not target consumers – individuals who seek to use Seller's products and services for their personal or household purposes.

2. Orders

- 2.1.** Buyer is responsible to ensure that all information provided in a quotation request or Order is accurate and complete and the specifications for Buyer's Order are in accordance with any instructions of Seller and take into account all manufacturing and other limitations as specified by Seller on its website, including its [manufacturing standards](#) or as otherwise made available to Buyer.
- 2.2.** Seller is under no obligation to accept an Order and can reject any Order at its sole discretion before it has accepted the Order. Orders are deemed accepted by Seller only if expressly confirmed by Seller in writing.
- 2.3.** Acceptance of any Order is subject to the conditions precedent that: (i) there are sufficient resources available to Seller to complete Buyer's Order within the stated timelines and at the stated price, (ii) Buyer's Order was not placed on the basis of incorrect information, including but not limited to information regarding pricing and specifications, (iii) the content included in Buyer's Order complies with

Seller's **Content Policy** (as defined in Section 10.4) and (iii) the satisfactory fulfillment of any credit check or receipt of prepayment or other assurance of payment, as requested in Seller's sole discretion.

- 2.4. Any changes made by Buyer to an Order after it has been submitted are subject to Seller's acceptance and may be subject to additional charges, including additional delivery delays or charges, in addition to changes to the original price.

3. Subcontracting

- 3.1. Buyer understands and agrees that Seller may use its worldwide vetted network of subcontractors to fulfil Buyer's Order.
- 3.2. Orders may be delivered directly from a subcontractor of Seller to Buyer and not via or through Seller.

4. Prices

- 4.1. All prices are quoted and are exclusive of value added tax (VAT) or any other taxes, governmental fees, assessments or duties, unless expressly stated otherwise herein. Buyer is responsible for all taxes associated with the Order (other than taxes based on Seller's income). Without limiting the foregoing, Buyer shall pay all applicable taxes, governmental fees, assessments or duties that Seller charges Buyer in addition to the prices quoted.
- 4.2. In the event of relevant changes to cost price factors, Seller reserves the right to revise the price provided on the Quote and pass on such additional costs to Buyer. Buyer will have the right to reject the revised price, in which case the order will be cancelled.
- 4.3. If special packing or shipping instructions are agreed by Seller, Buyer shall be liable for any additional charges incurred by Seller as a consequence thereof, as indicated by Seller.

5. Payment

- 5.1. Unless prepayment is required, Buyer must pay all invoices within 30 days from date of invoice. All payments shall be made in the currency indicated in the Quote.
- 5.2. Seller may invoice parts of an Order separately.
- 5.3. For all Orders that include tooling, Seller may require Buyer to pay the cost of tooling prior to acceptance of Buyer's Order. Seller is not responsible for any delay in carrying out Buyer's Order caused by Buyer's delay in making payments.
- 5.4. Seller may require an advance payment before it fulfils Buyer's Order. Seller is not responsible for any delay in carrying out Buyer's Order caused by Your delay in making payments.
- 5.5. The amounts due shall, unless otherwise agreed, be paid by credit card or bank transfer, as indicated by Seller. All costs related to the method of payment shall be Buyer's responsibility.
- 5.6. All amounts due to be paid by Buyer to Seller shall be paid in full and without any deduction.
- 5.7. If any amount due is not paid when it becomes due and payable, Buyer will be responsible for any amounts incurred by Seller in the collection of past due amounts owed including, but not limited to, collection costs, filing fees and reasonable attorneys' fees.
- 5.8. In addition, Seller may, in the event of any overdue payment, suspend any delivery of Goods to Buyer or prevent Buyer from placing any future Orders until all amounts due are paid.

6. Specifications of Parts and Tooling

- 6.1. Buyer is responsible for providing Seller with correct and complete 3D CAD data and/or drawings to produce the Goods and tooling. All relevant files required for the production of Buyer's Goods and tooling must be uploaded by Buyer to Seller's website or, in the event of a specific or special Order, provided to Seller in the agreed upon manner and with any and all requirement representations and warranties. Seller does not have an obligation to review any of the specifications, data or drawings that Buyer provides and reserves the right to reject or cancel any Order that is not uploaded by Buyer to Seller's website.
- 6.2. Seller uses the 3D CAD data and/or drawings, as may be provided by Buyer, to generate Goods and tooling. 2D technical drawings will prevail over 3D CAD models only with respect to parameters for tolerances and/or threads, if specified. In all other cases, 3D CAD data will take precedence during production, if these have been provided before Seller accepted Buyer's Order, or unless otherwise agreed. Seller is not responsible for discrepancies between 3D CAD data and 2D technical drawings.
- 6.3. If an Order includes threads or specific tolerances, it is Buyer's responsibility to provide a technical drawing with the relevant specifications, and to ensure to indicate this in the quotation request and to check if this is reflected correctly in the Quote.
- 6.4. Buyer retains sole legal responsibility for the design specifications and performance of the goods that are the object of the Order. Buyer is also solely responsible for ensuring the goods and services purchased from Seller meet applicable regulatory requirements. Seller will not be responsible for incorrectly designed Goods, Goods that do not assemble correctly, Goods with thick cross-sections that produce sink marks, warp, or Parts produced based on incorrectly provided CAD data or technical drawings.

7. Tooling Ownership and Storage

- 7.1. All custom tooling developed by Buyer for Buyer's Goods shall be Buyer's property, however reusable proprietary components or components developed by Seller or its manufacturing partners, will remain the property of Seller and/or its manufacturing partners. All custom tooling will remain at Seller's or its manufacturing partner's production facility, unless otherwise agreed between the parties in writing.
- 7.2. As long as Seller is making Goods for Buyer at Seller's or its manufacturing partners' production facilities, Seller will guarantee Buyer's tooling for the agreed upon tool life (as stated in the Order). Subject to Section 7.3, Seller will, in its sole discretion, repair or replace worn or damaged tooling at Seller's expense for the agreed upon tool life.

7.3. After a two-year period of inactivity of the tooling, Seller may, in its sole discretion, destroy the tooling, including any custom tooling.

8. Delivery, Inspection, Acceptance, Complaints and Retention of Title

- 8.1. Shipments are sent by the commercial carrier selected by Seller or its manufacturing partners. Seller will pre-pay and add delivery costs to the invoice as a convenience and courtesy.
- 8.2. Seller will use commercially reasonable efforts to ship an Order on the agreed upon dates, however shipping or delivery dates are estimates only. Seller accepts no liability for delays in the delivery or shipment of Orders and/or any damage or loss caused as result of such delays. Seller's failure to meet a shipping date or delivery period shall not constitute a breach of the Order or these Terms and Conditions.
- 8.3. Buyer must inspect the Goods immediately upon receipt and notify Seller within ninety (90) calendar days of the date of delivery of the Goods, in writing, if Buyer believes any part of an Order is missing, defective, wrong or damaged. Unless Buyer has so notified Seller, specifying the nature of what is missing, wrong, or damaged within ninety (90) calendar days of delivery, the Goods will be deemed accepted, non-returnable and non-refundable. With regards to batch orders, the inspection period shall restart with the delivery of each respective batch.
- 8.4. Any dispute must be raised in the timeframe specific in Section 8.3 herein and if requested by Seller, Buyer must return the Goods to Seller within the deadline agreed between the Parties. Any Goods that Buyer returns to Seller after the expiry of this period will not be processed or refunded.
- 8.5. If after receiving Buyer's Order Buyer alters the Goods in any way without the prior written consent thereto of Seller, the Goods will be deemed accepted, non-returnable and non-refundable.
- 8.6. Seller shall retain the ownership to the Goods until the deliver of the Goods, at which time title to the Goods will pass to Buyer.

9. Intellectual property rights and publicity

- 9.1. By providing data to Seller, Buyer grants Seller an non-exclusive, royalty-free, fully paid up, worldwide and transferable right to use, copy, distribute and display the data (including 3D CAD Data and drawings), documentation, drawings and specifications Buyer provides in order for Seller exclusively in order for Seller to be able to produce, ship and sell the Goods to Buyer.
- 9.2. **Buyer shall retain sole ownership of the copyright in files, all text, illustrations, software files and other materials provided by Buyer to Seller as well as of any deliverables, designs, including modifications or derivative works thereof, that may be produced for Buyer during the course of Seller's performance of services.**
- 9.3. **Seller retains sole ownership in all proprietary software, processes, and procedures developed by Seller for the quoting, analysis, design, automation, and manufacturing of machined Goods, injection molds, injection molded Goods, and 3D printed Goods. Seller retains ownership of the copyright in all text, illustrations or other materials provided by Seller to Buyer in a quote. Buyer will not, without prior written approval of Seller (which may be withheld for any reason), remove any of Seller's markings or change Seller's Intellectual Property in any way.**
- 9.4. Buyer is not allowed to use Seller's trademarks, trade names or any other indications in relation to the Goods, or to publicly make any reference to Seller, whether in press releases, advertisements, sales literature or otherwise, except with Seller's prior written consent.

10. Buyer's representations

- 10.1. Buyer represents and warrants that Buyer has the right authority and capacity to enter into these Terms and Conditions (on behalf of itself or the entity that Buyer represents) and that Buyer is authorized to place an Order.
- 10.2. Buyer represents and warrants that Buyer has the full right and authority to provide Seller with all data (including 3D CAD data and drawings), documentation, drawings and specifications, all data Buyer provides is accurate and truthful, and Buyer is authorized to grant the license referred to in Section 9.
- 10.3. Buyer represents and warrants that Buyer understands and agrees with, including making the relevant certifications under Seller's export control policy (the "Export Control Policy"), as follows:
 - a) **Buyer understands that Seller does not accept Export Controlled Data.** "Export Controlled Data" is defined as data which is controlled for export under E.U. law. This includes (technical) data and/or end Goods that are: (1) controlled under the [Common Military List of the European Union](#) or any EU Member State equivalent, or (2) subject to the [EU Dual Use Regulation 428/2009](#) (as amended by [Regulation 2019/2195](#)).
 - b) **Buyer certifies that Buyer's data (including 3D CAD data and drawings) and/or Buyer's Order DOES NOT include Export Controlled Data.**
 - c) **Buyer understands that by uploading Buyer's data to Seller's website, Buyer is exporting data to another country.** Seller maintains operations outside of the E.U., employs non-E.U. persons, and has non-E.U. manufacturing partners.
 - d) Buyer certifies that Buyer understands that it is Buyer's responsibility to determine and provide the appropriate export classification for the products and related technology and software to be provided to Seller and to comply with prohibition on Export Controlled Data provided herein. Seller relies entirely on Buyer to provide accurate information for purposes of compliance with applicable export control laws. The export classification indicates whether the product and related technologies are controlled, the relevant jurisdiction or jurisdictions, when an export license is required, and whether the product and technology qualify for a license exception. An incorrect classification could result in export control violations, which could in turn lead to significant fines and other sanctions.

- e) Buyer represents and warrants that the production, shipping, sale and use of the Goods or tooling by Seller in response to Buyer's Order, does not violate any export control laws or regulations.
- f) Buyer represents and warrants that Buyer will not, directly or indirectly, (i) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Seller to any destination, entity, or person prohibited by the laws or regulations of the E.U., any Member State and/or Buyer's local jurisdiction or (ii) use Goods for any use prohibited by the laws or regulations of the E.U., any Member State, and/or Buyer's local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.
- g) Buyer may not use Seller's services if Buyer is the subject of E.U. sanctions or of sanctions consistent with E.U. law imposed by the governments of the country where Buyer is using Seller's services.
- 10.4. Buyer further represents and warrants that Buyer's uploaded data (including 3D CAD data and drawings) and/or Buyer's Order (including the production, shipping, sale and use of the Goods or tooling) comply with, and do not violate, the following Seller content policy (the "**Content Policy**"). Buyer represents and warrants that Buyer's uploaded data (including 3D CAD data and drawings), Buyer's Order and/or the production, shipping, sale and use of the Goods or tooling:
- a) Does not contain any weapons. Weapons is broadly defined as:
- Firearms, firearm component parts, or ammunition. This includes, but is not limited to, (1) any device which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) any device capable of being concealed on the person from which a shot can be discharged through the energy of an explosive; (3) any component part integral to the safe firing of a projectile by means of an explosive from a device described in (1) or (2); and (4) ammunition including cartridge cases, primers, bullets, or propellant powder designed for use in any firearm;
 - Bladed weapons. Bladed weapons that might cause bodily harm and any part or component thereof.
 - Explosive devices.
 - Toy guns or other items with arms-like appearance; and
 - Arms-related items and/or weapon accessories. Accessories, parts or components to any weapon if that accessory/part/component contributes to the functioning of the weapon and/or attaches to the item.
- b) Does not violate, misappropriate or infringe any intellectual property rights or any third party rights;
- c) Does not contain information which is harassing, racially or ethnically offensive, discriminatory, harmful to minors, between others;
- d) Will not be implanted in a human body or is classified under the [Medical Devices Regulation](#) or the [In Vitro Diagnostic Regulation](#) and therefore subject to EU regulatory controls;
- e) Is not contrary to or in violation of any applicable law or Seller's **Export Control Policy**.
- 10.5. Please be informed that the uploading of data (including 3D CAD data and drawings) to manufacture firearm may be punishable by law. Seller has a (statutory) obligation to report data and/or Orders for firearms that it considers reasonably suspicious.
- 10.6.

IF BUYER HAS ANY DOUBT WHETHER BUYER'S DATA (INCLUDING 3D CAD DATA AND DRAWINGS) BUYER'S ORDER AND/OR THE PRODUCTION, SHIPPING, SALE AND USE OF THE PARTS OR TOOLING BY SELLER IS PERMITTED UNDER SELLER'S CONTENT POLICY, DO NOT UPLOAD BUYER'S DATA.

- 10.7. If Buyer violates Seller's Content Policy, any other provision of these Terms and Conditions or otherwise create liability for Seller or any other person, Seller reserves the right take appropriate actions against Buyer, including removing Buyer's data, terminating Buyer's account, and/or reporting Buyer to law enforcement authorities. Seller reserves the right to seek damages from Buyer to the fullest extent permitted by law.

11. Force Majeure

- 11.1. Seller shall not be responsible for any delay or failure in performance under this Agreement if such delay or failure is due to events beyond its reasonable control or acts or omissions or any other occurrence commonly known as force majeure, including but not limited to war, riots, acts of terrorism, acts of God, pandemics, natural disasters, embargoes, strikes, blackouts, labor difficulties or other concerted acts of workers, inability to obtain materials, equipment, labor or transportation, governmental restrictions, casualties or accidents, failure by any of its manufacturing partners to meet their obligations or any other causes or circumstances that prevent or hinder the manufacture or delivery of the Goods. A withdrawal from the E.U. by any Member State of the E.U. will not constitute force majeure for Buyer even if Buyer is located in such Member State.
- 11.2. Seller may suspend performance under an Order for so long as such performance is delayed by such occurrence or cancel the Order at its sole discretion, in which case Seller is not liable for any resulting damages. In the event of any shortage of raw materials or other supplies, Seller may allocate materials and supplies among its buyers in such manner as Seller may determine in its sole discretion, and shall have no liability to Buyer on account of any delay or cancellation thereof.
- 11.3. Nothing in this Section 11 will excuse Buyer from Buyer's payment obligations for amounts due and payable under an Order.

12. DISCLAIMER OF WARRANTIES

- 12.1. Seller assumes no responsibility for the design of the goods that are the subject of this transaction. To the extent Seller's personnel recommend design modifications or provide design services, analysis, simulation or advice, they do so only to help meet the

requirements of Seller's own manufacturing process. Buyer retains sole legal responsibility for the design specifications and performance of the goods that are the subject of this transaction. Buyer is solely responsible for ensuring the goods and services purchased from Seller meet applicable regulatory requirements. Seller further rejects all responsibility for material selection and material suitability for Buyer's application. Seller is not responsible for the fit or assembly of Goods.

- 12.2. ANY GOODS OR TOOLING IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. SELLER (OR SELLER'S MANUFACTURING PARTNERS) MAKE(S) NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO ANY GOODS OR SERVICES, WHETHER EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, OR NON-INFRINGEMENT. IF MANDATORY LAW REQUIRES ANY (STATUTORY) WARRANTIES WITH RESPECT TO THE GOODS OR TOOLING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.
- 12.3. Without limiting the generality of the foregoing, Seller assumes no responsibility or liability for the selection of any materials for the goods that are the subject of this transaction. Buyer is solely responsible for ensuring that materials selected for goods to be manufactured by Seller meet any applicable regulatory requirements or specifications including but not limited to Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) together with any national legislation implementing such Directive, ISO, FDA, UL, CSA, CE, TUV, FCC, NSF, and USP. Any statements made by Seller personnel or specifications provided by Seller regarding materials should be verified by Buyer with the manufacturer of that material.
- 12.4. No advice or information, whether oral or written, obtained from Seller, through the website or any representative will create any warranty not expressly made herein.

13. LIMITATION OF LIABILITY

- 13.1. SELLER (OR SELLER'S MANUFACTURING PARTNERS) DO(ES) NOT ACCEPT LIABILITY FOR GOODS NOT BEING AVAILABLE FOR USE, OR FOR LOST REVENUE OR PROFITS OR LOSS OF BUSINESS OR OTHER ECONOMIC LOSS. IN NO EVENT SHALL SELLER (OR SELLER'S MANUFACTURING PARTNERS) BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CLAIMS, ACTIONS, INJURY, PERSONAL INJURY OR DEATH, LOST PROFITS, LOST DATA, LOST INCOME, LOSS OR DAMAGE TO PROPERTY, COSTS OF PROCUREMENT OR SUBSTITUTE PRODUCTS OR ANY DIRECT OR INDIRECT, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OF ANY OTHER TERM OR CONDITION, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY IN TORT, OR OTHERWISE ARISING OUT OF OR RELATING TO PARTS, TOOLING, ORDERS, DELIVERY, OR OTHERWISE RELATING THESE TERMS AND CONDITIONS.
- 13.2. SELLER'S (OR SELLER'S MANUFACTURING PARTNERS') LIABILITY TO BUYER UNDER THESE TERMS AND CONDITIONS SHALL IN NO EVENT EXCEED THE TOTAL SUM PAID BY BUYER TO SELLER FOR THE ORDER UNDER WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. BUYER AGREES THAT SELLER'S MANUFACTURING PARTNERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS.
- 13.3. Because some jurisdictions limit or do not allow certain exclusions or limitations of warranties or liability, Sections 12 and/or 13 may not partially or entirely apply to Buyer. To the extent that any such limitation or exclusion of liability or warranty is circumscribed, it shall be limited to the least extent possible under applicable law. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

14. Indemnification

Buyer agrees to defend, indemnify and hold harmless Seller (and its officers, directors, employees, representatives and agents), its affiliates (and their officers, directors, employees, representatives and agents), and its and its affiliates' subcontractors (including manufacturing partners) from and against all claims, losses, liabilities, penalties, third party claims, damages, fines, governmental sanctions and other expenses (including attorneys' fees and litigation expenses, interests, customs duties, taxes) resulting from, arising out of or relating to:

- 14.1.
- a) Buyer's breach of the Order or these Terms and Conditions;
 - b) any acts or omissions by Buyer relating to Seller's performance under an Order or these Terms and Conditions;
 - c) any and all use, distribution and/or sale of Goods; and
 - d) any third party claim (including government authorities) arising out of an Order or these Terms and Conditions or the production, shipping or sale of the Goods or otherwise arising out of Buyer's data (including 3D CAD data and/or drawings), including but not limited to a claim that the use of such data or technical drawing or the production, shipping or sale of Goods violates any applicable law, or any third party claim for infringement of intellectual property rights.
- 14.2. Buyer will, if instructed by Seller, defend Seller from any third party claim covered by the indemnity under Section 14.1 ("Third Party Claim"), at Buyer's expense, using counsel reasonably acceptable to Seller. Buyer will not consent to any settlement or judgment of any Third Party Claim without Seller's prior written consent. Seller may participate in the defense of any Third Party Claim with Seller's own counsel at Seller's own expense.
- 14.3. Seller reserves the right, at Buyer's expense, to assume the exclusive defense and control of any matter for which Buyer is required to indemnify Seller, and Buyer agrees to cooperate with Seller's defense of these claims. Buyer agrees not to settle any matter without Seller's prior written consent. Seller will use reasonable efforts to notify Buyer of any such claim, action or proceeding upon becoming aware of it.

15. Confidentiality

15.1. Seller shall not disclose, and shall procure that its employees and (sub)contractors shall not disclose, any data (including 3D CAD data), documentation, drawings and specifications provided by Buyer, other than to its affiliates and (sub)contractors as necessary to produce, ship and sell the Goods to Buyer. This restriction will not apply in the event of a legal obligation or duty to disclose the information, or when the information is or becomes (publicly) known or is independently developed by Seller, its employees or its contractors without the use of such information, or if the information is disclosed to Seller by a third party.

16. Termination

- 16.1. Without prejudice to any other rights Seller may have under these Terms and Conditions or the applicable laws, Seller has the right to immediately terminate Buyer's Order and/or Buyer's account in whole or in part if, in its sole discretion:
- Buyer is declared bankrupt, are granted a (temporary) moratorium on payment of Buyer's debts, if Buyer has filed a petition for bankruptcy or if a receiver is appointed for Buyer,
 - Buyer goes into liquidation or there is a threat of suspension of payments,
 - Buyer ceases, or threatens to cease, to carry on Buyer's business,
 - Buyer or Buyer's representatives makes any libelous or slanderous statement, or are hostile or abusive against Seller, its employees or its representatives; or
 - Buyer breaches these Terms and Conditions.
- 16.2. Upon termination pursuant to Section 16.1, Seller shall not have any liability for or obligation to deliver the Goods. Any amounts that Buyer paid Seller are nonrefundable, and any amounts that Buyer still owes Seller under the Order become immediately due and payable in full.
- 16.3. Once in production, as the Goods are produced for Buyer based on Buyer's specifications (made to order), it is not possible for Buyer to cancel or terminate the Order without cost. In the event of termination, Seller reserves the right to invoice Buyer for all goods produced or services performed prior to receipt of notice of termination as well as for any materials used or purchased to make the Goods.

17. Miscellaneous

- 17.1. If any provision of these Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms and Conditions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it most closely matches the original provision and is valid and enforceable to the maximum extent permitted by law. The remaining provisions shall be enforced.
- 17.2. If a Member State of the E.U. withdraws or is in the process of withdrawing from the E.U., and such withdrawal is likely to have a material adverse effect for Seller regarding the activities contemplated in the Order, Buyer agrees to negotiate with Seller in good faith an adjustment or amendment of the Order and/or the Terms and Conditions, the outcome of which should come as close as possible to the original intent and commercial terms of the Order.
- 17.3. These Terms and Conditions shall be construed as if both parties drafted it jointly, and shall not be construed against either party as principal drafter.
- 17.4. A waiver by Seller of any right or remedy under these Terms and Conditions shall only be effective if it is in writing, executed by a duly authorized representative of Seller's and shall apply only to the circumstances for which it is given. Seller's failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.
- 17.5. Orders and these Terms and Conditions, including Buyer's rights and obligations therein, may not be assigned, subcontracted, delegated, or otherwise transferred by Buyer without Seller's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Seller may freely assign any Order or these Terms and Conditions. The terms and conditions set forth in any Order or these Terms and Conditions shall be binding upon assignees.
- 17.6. All notices sent under these Terms and Conditions shall be in writing and delivered by prepaid commercial courier or by email. Notices to Seller shall be sent to 3D Hubs B.V. at Danzigerkade 23A, 1013 AP Amsterdam, The Netherlands, and networklegal@protolabs.com and notices to Buyer shall be sent to the contact person provided by Buyer in Buyer's Order. Notices are deemed delivered upon dispatch of mail or email.
- 17.7. These Terms and Conditions, together with an accepted Order, the Privacy Policy (defined below) and Seller's Terms of Use, constitute the entire agreement between the parties relating to the subject matter herein and supersedes all previous agreements, arrangements and undertakings between the parties with respect to that subject matter (including but not limited to provisions in Buyer's Order that are rejected).
- 17.8. All provisions within these Terms and Conditions which by their nature are intended, whether express or implied, to survive the termination or the expiration of an Order, including but not limited to Buyer's payment obligations and Sections 2 through 18 shall survive.
- 17.9. These Terms and Conditions are subject to occasional revision. If Seller makes any substantial changes, Seller may notify Buyer by sending Buyer an e-mail to the last e-mail address Buyer provided to Seller (if any), and/or by prominently posting notice of the changes on Seller's website. Buyer is responsible for providing Seller with Buyer's most current e-mail address. In the event that the last e-mail address that Buyer has provided Seller is not valid, or for any reason is not capable of delivering to Buyer the notice described above, Seller's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes

described in the notice. Placement of an Order following notice of such changes shall indicate Buyer's acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. If Buyer does not place an Order within thirty (30) calendar days following Seller's dispatch of an e-mail notice to Buyer (if applicable) or thirty (30) calendar days following Seller's posting of the changes on Seller's website (if applicable) nor explicitly object to the applicability of the changes in writing within thirty (30) calendar days after Seller's dispatch of the e-mail notice or (if applicable) Seller's posting of the changes on Seller's website, then the expiration of the thirty (30) days will indicate Buyer's acknowledgement of such changes.

- 17.10. If, contrary to Section 1 hereto, these Terms and Conditions are used in a situation in which Buyer is a consumer and not a professional customer, some terms and conditions will not apply to Buyer. In this case these Terms and Conditions are applicable to the extent permitted by applicable consumer law; Buyer's rights under these laws are not affected or limited by these Terms and Conditions. Because Buyer's Goods are custom, made to order, no right (statutory or otherwise) of withdrawal or cancellation applies.
- 17.11. Information about how Seller collects and/or process Buyers personal data is provided in our privacy policy ("[Privacy Policy](#)").
- 17.12. Buyer's relationship to Seller is that of a user, and neither party is an employee, agent, partner, franchisee, owner, joint venturer or representative of the other party.
- 17.13. The communications between Buyer and Seller use electronic means, whether Buyer uses Seller's website or send Seller emails, or whether Seller posts notices on Seller's website or communicates with Buyer via email. For contractual purposes, Buyer (a) consent to receive communications from Seller in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Seller provide to Buyer electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect Buyer's non-waivable rights.
- 17.14. The contractual relationship is non-exclusive. Each party is free to contract with other third parties subject to its obligations under these Terms and Conditions. Buyer agrees that nothing (including reviewing Buyer's files and/or quote) will preclude Seller from manufacturing other parts or working with other companies, whether or not those companies or parts are substantially similar to, or competitive with, Buyer's files, Goods or Order and/or the services that Seller provides to Buyer.
- 17.15. All the words, phrases, terms and meanings under these Terms and Conditions shall only be construed and interpreted in the English language. All the notices, documents, legal or arbitration proceedings initiated or given pursuant to these Terms and Conditions shall be in English language only.

18. Governing Law and Exclusive Forum

- 18.1. The laws of the Netherlands will apply, respectively to any disputes arising out of or relating to these Terms and Conditions, without regard to conflict of laws principles. The applicability of the UN Convention on the International Sale of Goods is excluded.
- 18.2. Unless provided otherwise by operation of applicable mandatory law, any dispute, claim, clause of action or proceeding arising out of, or in connection with, these Terms and Conditions, the relationship between Seller and Buyer or Buyer's use of Seller's services, on any basis whatsoever, shall be brought in the courts located in Amsterdam, The Netherlands and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.
- 18.3. Seller is located at the address listed in these Terms.

3D Hubs B.V.
Danzigerkade 23A
1013 AP, Amsterdam
The Netherlands
+31 85 888 7380
networklegal@protolabs.com

Further contact information, including country specific contact information, may be found on <https://www.hubs.com>.