

## **TERMS AND CONDITIONS**

business corporation:

### **PAARTS ADDITIVE s.r.o.**

ID No.: 087 64 417

with its registered seat at: Stodolní 1428/9, Moravská Ostrava, postal code: 702 00 Ostrava

registered in the Commercial Register maintained by the Regional Court in Ostrava in Section C, Insert No. 80728  
email: [info@paarts.com](mailto:info@paarts.com);

which are issued in accordance with the provisions of Section 1751, Paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended. These TC apply to all Contracts concluded between the Client and the Contractor.

### **1. Definitions and interpretation**

The following terms have the following meaning for the relations established by the Contract, unless otherwise stipulated in the Contract, of which the Order and these TC are a part:

"**Civil Code**" – Act No. 89/2012 Coll., Civil Code, as amended.

"**Client**" – an individual or a legal person who is interested in performing the Work.

"**Consumer**" – an individual, who outside his or her trade, business or profession, enters into the Contract.

"**Contract**" – a contract for work concluded in accordance with the provisions of sec. 2586 et seq. of the Civil Code between the Client and the Contractor, of which the Order and the TC are a part.

"**Contractor**" – business corporation PAARTS ADDITIVE s.r.o., ID No.: 087 64 417, with its registered seat at: Stodolní 1428/9, Moravská Ostrava, postal code: 702 00 Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava, section C, insert no. 80728.

"**Contracting Party**" – the Client or the Contractor, depending on the context.

"**Copyright Act**" – Act No. 121/2000 Coll., On Copyright and Related Rights and on Amendment to Certain Acts (the Copyright Act), as amended.

"**Data Subject**" – an individual to whom Personal Data relates.

"**Entrepreneur**" – a person who on his or her own account and responsibility independently carries out gainful activity in the form of a trade or in similar manner with the intention of doing so systematically for the purpose of making a profit, if the Contract relates to his or her business activity. Entrepreneur also means a person registered in the Commercial Register.

"**Force Majeure**" – influences excluding responsibility. These are, but not exclusively, typically natural disasters, such as floods, fires, earthquakes, landslides, etc., or a political event such as a strike, coup, terrorist attack, war, etc.

"**Postage**" – includes not only postage, but also packaging, as well as the cost of any insurance of the shipment.

"**Remuneration**" – a prize for the Work based on an individual award. Remuneration includes not only remuneration for the Contractor for the performance of the Work, but also Postage, taxes, duties or any other costs that arise out of the performance and delivery of the Work to the Client, etc.

"**Registered Seat**" – the Contractor's registered seat at: Stodolní 1428/9, Moravská Ostrava, postal code: 702 00 Ostrava.

"**Work**" – in the sense of the Contract it is a made (printed) 3D model (creation), which was created on the basis of a digital template provided by the Client (based on the provided data about this model), or it is a made (printed) 3D model

(creation) on the basis of a proposal submitted by the Contractor and approved by the Client via mutual e-mail communication between the Client and the Contractor.

"**Minor Breach of Contract**" – the delivery of the Work that suffers from a remediable defect or defects.

"**Order**" – a binding completed written form, which is the unconditional acceptance of the Contractor's offer by the Client after the Client has provided the Contractor with his or her digital 3D model for the performance of the Work, or the Client's acceptance of the digital 3D model for the performance of the Work submitted by the Client via mutual e-mail communication between the Client and the Contractor.

"**Personal Data**" – any information relating to an identified or identifiable Data Subject, and for the purposes of the Contract, this information means in particular: name and surname, date of birth, residence, telephone number, e-mail address, etc.

"**Substantial Breach of the Contract**" – delivery of the Work other than that agreed in the Contract, ie. Work that significantly does not meet the requirements specified in the Order. However, with regard to the highly specialized process of execution of the Work, any difference consisting mainly in the hue, saturation or brightness of the required colour execution of the Work is not considered as a Substantial Breach of the Contract.

"**TC**" – these Terms and Conditions of the business corporation PAARTS ADDITIVE s.r.o., ID No.: 087 64 417, with its registered seat at: Stodolní 1428/9, Moravská Ostrava, postal code: 702 00 Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava in section C, insert No. 80728.

### **2. Communication before the conclusion of the Contract**

(this article applies only when **the Contract is concluded by the Client in the position of a Consumer**, and thus this article of the TC does not apply to Contract concluded by the Client in the position of an Entrepreneur)

The Contractor states that:

- a) the Contractor may require the Client to pay an advance of up to 100% of the Remuneration, whereby the Client is obliged to pay the required advance to the Contractor and the Contractor is obliged to subsequently set off the entire paid advance against the payment of the Remuneration,
- b) The Contractor does not enter into contracts with repeated performance,
- c) the Client's right to withdraw from the Contract is not used in the sense of the provision sec. 1829 par. 1 of the Civil Code, as the Contract has the character of a contract for the supply of goods, resp. works that have been modified according to the wishes of the Client and for his or her person in the sense of the provisions of sec. 1837 par. 1 let. d) of the Civil Code,
- d) in the event of the existence of any complaint, the Contractor prefers the out-of-court settlement of any disputes. The complaint can be sent by e-mail to: [info@paarts.com](mailto:info@paarts.com); or in writing to the address of the Contractor's Registered Seat. The response to the complaint is sent to the complainant within 30 (thirty) days in writing to the postal or e-mail address provided by the Client. The supervisory and control body of the state administration is mainly the Czech Trade Inspection Authority and the relevant trade licensing office. The Czech Trade Inspection Authority inspects and supervises legal persons and individuals selling or supplying products and goods to the internal market, etc. (more detailed information is provided in Act No. 64/1986 Coll., On the Czech Trade Inspection Authority, as amended),

- e) The Contract may be concluded in the Czech or English language.

### **3. Introductory provisions, Subject of the contract, Moment of requirements of the Contract**

- 3.1. These TC are an integral part of every Contract that will be concluded between the Client and the Contractor. The wording of these TC shall prevail over any deviating draft agreements or any additions, comments or remarks that the Client would state in his or her Order and which are in conflict with these TC, and which would supplement these TC; unless the Contractor expressly agrees to such possible draft arrangements, amendments, comments or remarks. In the situation that is not regulated by the Contract, Order or OP, the relevant provisions of the Civil Code shall apply with the necessary modifications.
- 3.2. The subject of the Contract is the obligation of the Contractor to perform the Work at his own expense and risk for the Client and the obligation of the Client to take over the Work and to pay the agreed Remuneration to the Contractor.
- 3.3. The Contract is concluded through an online application located on the Contractor's website: <https://www.paarts.cz/> (including <https://www.paarts.com/>), based on the Client's Order. After completing all steps (especially uploading a digital 3D model template of a possible future work), which are required of the Customer within the process of execution of the Order and subsequent sending of the final Order, the Contractor will send a message to the e-mail address provided by the Client confirming the execution of the Order. The Contract between the Client and the Contractor is concluded by this confirmation.

The Contractor hereby states and the Client hereby undertakes that if the digital 3D model template uploaded by the Client contains a computer virus, which would cause a damage of the online application or the entire website of the Contractor: <https://www.paarts.cz/> (including <https://www.paarts.com/>), the Client compensates the Contractor or any third party for any damage (including any lost profit) that would arise from such virus.

The Contractor hereby declares and the Client expressly agrees that the Contractor is not in any way responsible for any loss of the digital 3D model template uploaded by the Client. If so, the Contractor undertakes to request the Client to re-provide the digital 3D model template so the Contractor can perform the Work in accordance with the Contract.

(e.g. the Contractor states the approximate process of concluding the Contract through an online application: 1. uploading the digital 3D model template that the Client wants the Contractor to "print", 2. selecting the material, colour, surface and size of the future Work – the Client follows Contractor's instructions on sufficient wall thickness of the future Work during the creation of the Order, 3. filling the data concerning information about the Client, the process of taking over the subsequent Work and an address for delivery of the Work, 4. calculation of Remuneration, 5 selection of

the method of payment of the Remuneration, 6. conclusion of the Contract and payment of the Remuneration according to the chosen method)

The Contract may also be concluded, during the process of individual negotiations between the Client and the Contractor (especially via e-mail communication between the Contracting Parties). The subsequent Order may not be on a binding written form generated by the online application. If the Client specifies the requirements for the Work, including the method of delivery of the Work, payment of the Remuneration, etc., the Contract is concluded.

The Contractor is fully entitled to withdraw from the Contract, if **the performance of the Work is not technically possible, ie that the performed Work is contrary to public order** (especially the production of weapons, objects with racist, pornographic, violent or other, obviously inappropriate, intent or subtext is prohibited) or the production of such objects, would infringe copyrights), about which the Contractor shall notify the Client without undue delay. If the performance of the Work is technically impossible or the performance of the Work is contrary to public order, the Contractor undertakes to return all money already sent by the Client to the Contractor in connection with the originally concluded Contract (especially any advance payment), using the same payment method the Client originally used to pay the amount without undue delay.

- 3.4. The Contractor is entitled to the Remuneration for the performance of the Work. The Remuneration is due at the time of concluding the Contract or in accordance with a mutual agreement between the Client and the Contractor.
- 3.5. The Client is obliged to pay the Remuneration to the Contractor exclusively in the following ways:
- a. transfer to a bank account,
  - b. by credit card or debit card,
  - c. by payment gateway.
- 3.6. The Contractor is entitled to refuse, without any sanctions, the fulfilment of its obligation to the Client, unless the entire Remuneration is paid.
- 3.7. The Client is aware that the Contractor may require the necessary cooperation to perform the Work. If the Client refuses to provide cooperation or fails for any other reason for which the Client is responsible after the conclusion of the Contract, the Contractor shall be entitled to a Remuneration reduced by what the Contractor saved by not performing the Work.

### **4. Rights and obligations of the Contracting Parties**

- 4.1. The rights and obligations of the Contracting Parties are governed by the Contract, which includes the Order and the TC.
- 4.2. The Contractor hereby expressly states that the Contractor does not provide the Client with any contractual guarantee for the quality of the performed Work.
- 4.3. The Client is obliged to use the form hereunder in case the Client use the right of withdrawal in accordance with the conditions in these TC. The Client sends the form to email: [info@paarts.com](mailto:info@paarts.com).

**5. Performance of the Work, Ownership of the subject of the Work, Transfer of the Work**

5.1. The Work is performed by the Contractor within 14 (fourteen) days from the payment of the Remuneration by the Client. The Contractor hereby expressly declares that the time required to perform the Work may vary (it may be not only shorter but also longer), especially with regard to the workload of the Contractor, the complexity of the Work itself, etc. The completed Work is delivered to the Client at delivery time, which is guaranteed by the postal carrier chosen by the Client within the framework of its Order.

5.2. The Contracting Parties acknowledge that the Contractor shall become the sole owner of the Work at the time of its performance. The Client acquires ownership of the Work under the conditions of payment of the Remuneration, but not before the proper takeover of the Work by the Contractor, when the risk of damage to the goods also passes to the Client. The proper takeover and acceptance of the Work means:

- a) personal acceptance of the Work by the Client or by a person authorized by the Client (on the basis of a power of attorney or legal authorization), on a place accepted by the Client,
- b) takeover of the Work by the postal carrier for delivery of the Work to the place specified by the Client.

The Client understands that the Contractor is not responsible for the loss, damage or destruction of the Work from the moment of its proper delivery in the sense of letter. a) or b) of this paragraph of this article of the TC.

5.3. In the event of personal acceptance of the Work, the Contractor notifies the Client of possibility to take over the Work via e-mail or SMS message, depending on which option the Client chooses in the Order. In the event of personal acceptance of the Work, the Client undertakes to take over the Work no later than within 5 (five) days from the receipt of the notification.

- a) primarily remedy the defect by repairing the Work
- b) or delivering the missing part of the Work; or
- c) secondarily a reasonable discount from the Remuneration.

The Client is obliged to assert this claim with the Contractor together with the alleging of the defect. If the Contractor does not eliminate the defect of the Work in time or refuses to eliminate the defect of the Work, the Client shall request a reasonable discount from the Remuneration. The Client shall not change the choice made without the consent of the Contractor.

6.3. In case of defective performance, which is a Substantial Breach of the Contract, the Client has the right to:

- a) eliminate the defect by delivering a new Work without a defect or by delivering the missing part of the Work,
- b) eliminate the defect by repairing the Work,
- c) a reasonable discount from the Remuneration; or
- d) withdraw from the Contract.

Otherwise, the Client is obliged to pay the costs for storage of the Work to the Contractor.

5.4. The Client is not entitled to choose postal carrier for the delivery of the performed Work with regard to the takeover of the Work in the sense of par. 5.2. let. (b) of this article. The postal carrier is chosen by the Contractor. The Contractor may allow the Client to choose from several postal carriers.

**6. Defects of the Work, Method of claiming a defect of the Work**

6.1. The Work has defects if it does not comply with the Contract. The Client is obliged to inspect the Work immediately after takeover. If the defects occur on the Work, the Client is obliged to notify the Contractor of these defects in writing, without undue delay, no later than 7 (seven) days from the takeover of the Work in accordance with article 5 par. 5.2. of these TC, while taking into account the time necessary for the transport of the Work in the sense of article 5, par. 5.2. let. b) of these TC. If the Client does not inspect the Work after its acceptance or does not inspect the Work by another person, ie does not notify the Contractor of the of defects within 7 (seven) days according to the previous sentence, the Client is entitled to claim for defects only if he or she proves that The Work already had defects at the moment of the transfer of the risk of damage to the goods to the Client, ie by taking over the Work in the sense of article 5, paragraph 5.2. of these TC.

With regard to a defective performance of the Work, the Contractor hereby states that it is necessary to take into account the current technical and technological possibilities of 3D printing consisting in, for example, different ways of choosing the process of 3D printing itself, different raw materials and materials colour shades, saturation or brightness of the performed Work with regard to possible deviations according to the concluded Contract.

6.2. In case of a defective performance, which is a Minor Breach of the Contract, the Client has the right to:

The Client shall inform the Contractor of the right he or she has chosen in the notification of the defect, or without undue delay after notification of the defect, no later than within 3 (three) days. The Client may not change the choice made without the consent of the Contractor; this does not apply if the Client has requested the elimination of the defect by repairing the Work which proves to be irreparable. If the Contractor does not eliminate the defect within a reasonable period of time or if the Contractor notifies that the Contractor will not eliminate the defect, the Client may request a reasonable discount from the Remuneration instead of eliminating the defect, or may withdraw from the Contract. If the Client does not choose his or her right in time, i.e. no later than within 3 (three) days from the alleging of the defect, the Client has the same right as in the case of a Minor Breach of the Contract.

6.4. The Contractor shall not be responsible for a defect in the Work caused by the Client, in particular by using the Work contrary to of article 8, par. 8.1. of these TC.

**7. Consent to the use and handling of Personal Data**

- 7.1. The Contractor is registered as a controller of Personal Data with the Office for Personal Data Protection.
- 7.2. The Client, who is an individual, expressly agrees to the processing and storage of all his or her Personal Data by the Contractor for the purpose and to the extent specified in par. 7.3. of this article of the TC.
- 7.3. All Personal Data of the Client are processed and stored by the Contractor for the purpose and to the extent necessary for the implementation of the rights and obligations of the Contractor under the Contract, as well as for future marketing purposes of the Contractor.
- 7.4. The Client further expressly agrees that:
- a) The Contractor may process the Client's Personal Data for the purpose of sending information to the Client, marketing, advertising or other business messages to the Client, while the Client hereby consents with sending these abovementioned messages,
  - b) The Contractor may entrust the processing of the Client's Personal Data to a third party as a processor.
- 7.5. Personal data are processed for an indefinite period with regard to the future marketing purposes of the Contractor, either in electronic form in an automated manner or in printed form in a non-automated manner.
- 7.6. The Client expressly confirms that the Personal Data provided by him is complete and correct and acknowledges that:
- a) the provision of his or her Personal Data is voluntary,
  - b) has the right to access his or her Personal Data at any time and also the right to correct his or her Personal Data,
  - c) Personal Data may also be transferred by the Contractor to one of the EU Member States.
- 7.7. The Contractor declares that he or she has taken such measures to prevent unauthorized or accidental access to Personal Data, their change, destruction or loss, unauthorized transfers, their other unauthorized processing, as well as other misuse. The Contractor has this obligation even after the completion of the processing of the Client's Personal Data.
- 7.8. If the Client requests information concerning the processing of his or her Personal Data, the Contractor is obliged to provide this information to the Client without undue delay. However, the Contractor has the right to demand payment of the necessary costs associated with the provision of information according to the previous sentence. The Client acknowledges that if he or she finds or believes that the Contractor is processing his or her Personal Data, which is in conflict with the protection of private and personal life of the Client or in violation of law, especially if the Client's Personal Data is inaccurate with regard to the purpose of their processing, the Client may:
- a) ask the Contractor for an explanation,
  - b) require the Contractor to eliminate the situation thus created, in particular it may

be a matter of blocking, correcting, supplementing or liquidating Personal Data.

If this request of the Client is found to be justified, the Contractor is obliged to immediately eliminate the defective condition. If damage other than property damage, as a result of the processing of the Client's Personal Data, has occurred, its claim shall be exercised in accordance with the Civil Code.

## **8. Declaration of the Client and the Contractor, Authorship, Other data**

- 8.1. The Contractor hereby instructs and the Client hereby expressly confirms that he or she has been instructed by the Contractor that the performed Work is a highly specialized product. Several types of materials for the production are used, and not only therefore require special treatment. In particular, the Client acknowledges that the performed Work, depending on its shape, geometry and material used, may be fragile and sensitive to shocks, or it should not be exposed to long-term direct sunlight, as well as excessive humidity or other generally negative influences. The Contractor's website (<https://www.paarts.cz/>, i.e. <https://www.paarts.com/>) contains material sheets for individual materials, from which the Work can be performed, where the Client can find all their properties and limitations.
- 8.2. The Client expressly declares that if the Client provides the Contractor with a digital 3D model template, the Client is the owner or authorized holder of the digital 3D model template, and therefore the Client is entitled to dispose of the template in accordance with the Copyright Act. The Client expressly declares that the Digital 3D model template is not stolen. If the statements made by the Client in this article of the TC are false, disputed or in any way inaccurate, then the Client bears all responsibility for it. The Contractor shall not be responsible for the use of the digital 3D model template which the Contractor received from the Client in good faith in order to fulfill the Contractor's obligation under the Contract and the Contractor is also not responsible for the use of this model in order to perform the Work. The Client acknowledges that he or she is fully responsible for all provided data on the digital 3D model template provided to the Contractor in order to perform the Work. If the Contractor has any doubts that the submitted digital 3D model could in any way violate primarily, but not exclusively, intellectual property rights of third parties, the Contractor has the right to refuse to perform the Work without further notice, or withdraw from the Contract, unless the Client eliminates this condition. In such a case, the Client is also obliged to reimburse the Contractor for all costs incurred by the Contractor. If the Contractor performs the Work in good faith in the truthfulness of all the above mentioned statements and in accordance with the requirements of the Client and it turns out that there is primarily, but not exclusively, infringement of intellectual property rights of third parties relating to the submitted the digital 3D model template, the Client is fully responsible for all damages caused. The Client undertakes to pay all damages regardless of to whom such damage arise.
- 8.3. The Contractor hereby declares that the Contractor will use the digital 3D model template provided by the Client together with other data about the Client exclusively to create the Work in accordance with the

Contract and the Client acknowledges and agrees with this statement. However, if it is necessary to provide the digital 3D model template and other data to a third party for the performance of the Work, which depends fully on the Contractor's discretion, the Client acknowledges that the Contractor may provide the digital 3D model template together with the Client's data to a third party in order to perform the Work. The Contractor guarantees the Client that the third party will use the template and data provided exclusively for the purpose of performing of the Work for the Client. The Client confirms by concluding the Contract that he or she is the owner of the digital 3D model template or has acquired the intellectual property rights to this digital 3D model, including in particular the right to manufacture and the right to use the digital 3D model template.

- 8.4. If the delay in fulfilling the obligations of the Contractor or the Client is caused by Force Majeure, the Contracting Party that breached the Contract for Force Majeure shall not be in delay with fulfilling the obligation for the duration of the Force Majeure. In the event of Force Majeure, the Contracting Party, which for this reason finds itself in arrears, is obliged to inform the other Contracting Party of the existence of Force Majeure without undue delay, no later than 5 (five) days after becoming aware of it. If the Contracting Party fails to fulfill this obligation, the Contracting Party is considered as unaffected by Force Majeure. If the existence of Force Majeure is notified in the manner specified in the previous sentence, the affected Contracting Party shall be extended the period for performance of the Work by the period for which the Force Majeure intervention lasted. If the Force Majeure does not disappear for a period longer than 30 (thirty) days, either of the Contracting Parties may withdraw from the Contract without penalty.

## **9. Final provisions**

- 9.1. If any provision of the Contract is or becomes invalid, the validity of the other provisions remains unaffected. If so, the invalid provision is replaced by a valid provision that is closest to the meaning and purpose of the invalid provision.
- 9.2. If the Contract or another legal regulation imposes an obligation on one Contracting Party to notify or communicate a certain fact to the other Contracting Party, then such notification or communication may be made in writing to the address of residence or registered office of the Client specified in the Order, resp. the address of the Registered Office or the e-mail of the Contractor. Such notification or communication shall be deemed to have been received when it reaches the addressee's sphere and the addressee has an objective opportunity to become acquainted with the notification or communication.
- 9.3. The Client expressly declares that:
- a) the Client read in detail these TC and had enough time to get acquainted with the TC,
  - b) the Contractor has provided the Client with a proper explanation so that the Client can confirm that all provisions of the TC are clear and comprehensible, correspond to the needs of the Client and are not disadvantageous for the Client.
- 9.4. These TC come into force and effect on 13. 8. 2020 and are valid until revoked. The Contractor reserves

the right to unilaterally change these TC at any time in the future. The TC applies to the Client in the wording that is valid and effective at the time of concluding the Contract.

- 9.5. All disputes that may arise from the Contract will be governed exclusively by Czech law and will be proceed before the courts of the Czech Republic.

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**PAARTS ADDITIVE s.r.o.**  
Represented by Miloš Blaškovan  
director