

General Terms and Conditions Roggemann 3D Solutions GmbH

§ 1 Basic provisions

(1) The following terms and conditions apply to contracts that you as a customer with us as a provider (Roggemann 3D Solutions GmbH) via the website www.roggemann3d.com.

(2) The following General Terms and Conditions shall apply exclusively to the contracts in their Terms and Conditions in their version valid at the time of the respective order.

(3) The inclusion of a Customer's General Terms and Conditions is hereby already objected to. Deviating general terms and conditions, which are in contradiction to these Terms and Conditions shall therefore not apply.

(4) References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended in these General Terms and Conditions.

§ 2 Consumer and entrepreneur

(1) A **consumer** within the meaning of the following provisions is any natural person who enters into the contract for purposes which can predominantly neither be attributed to his commercial or independent professional activity.

(2) An **entrepreneur** is any natural person, legal entity or partnership with legal capacity who, at the time of conclusion of the contract, is acting in the exercise of his commercial or independent professional activity.

§ 3 Conclusion of the contract

(1) The customer requests from the provider

- 1.) the production of a data set,
- 2.) the production of an object in a 3D printing process from such a data set or
- 3.) a combination of 1.) and 2.) (hereinafter referred to as 3D model).

This request for the preparation of an offer is non-binding.

(2) The Provider shall thereupon submit a binding offer to the Customer in text form (e.g. by e-mail), which the customer can accept within 5 days. The offer is accompanied by these General Terms and Conditions - which, incidentally, are available at any time on the website of the Provider. The Provider shall be bound by this offer for 5 calendar days after the date of creation stated in the offer.

(3) The acceptance of the offer by the customer takes place after receipt of the offer in text form (e.g. e-mail).

(4) The contract on the production of the 3D model is only concluded by an unconditional declaration of acceptance, in which the customer declares that he agrees with these general

be in agreement. Upon receipt of the acceptance by the Provider, the contract shall be concluded.

§ 4 Individually designed 3D models

(1) The Customer shall either provide the Provider with the suitable photos, technical construction plans, information, texts or files required for the individual design of the 3D model without undue delay after the conclusion of the contract or the Provider shall produce the file himself. In doing so, the Customer expressly consents to the processing and utilization of the data.

(2) In both cases, the provider is bound by the specifications on data protection, in particular according to the DSGVO. These specifications can be viewed in the imprint on the website of the provider.

(3) If the customer provides the required suitable photos, technical construction plans, information, texts or files to the Provider, the Customer undertakes not to transmit any data, the content of which violates the rights of third parties (in particular copyrights, name rights, trademark rights) or violate existing laws. The customer expressly indemnifies the provider from all third-party claims asserted in this context. claims of third parties asserted in this context. This also applies to the costs of legal representation required in this context.

(4) The Provider does not check the transmitted data for correctness of content. In this respect, the provider assumes no liability for errors.

§ 5 Right of Retention, Retention of Title

(1) The customer can exercise a right of retention only insofar as it concerns claims from the same contractual relationship.
from the same contractual relationship.

(2) The 3D model remains until the full payment of the purchase price in the property of the supplier.

(3) If the customer is an entrepreneur, the following applies in addition:

a) The provider retains ownership of the goods until all claims arising from the current business claims from the current business relationship. Before transferring the ownership of goods to the customer a pledge or security transfer is not permitted.

b) The customer may resell the goods in the ordinary course of business. For this case the customer already now assigns to the supplier all claims in the amount of the invoice amount, which accrue to the customer from the resale. The supplier accepts the assignment. In this case, the customer is further authorized to collect the claim. As far as the customer does not properly fulfill his payment obligations, the provider reserves the right to provider reserves the right to collect the claim itself.

c) If the reserved goods are combined and mixed, the supplier acquires co-ownership of the new object in the ratio of the invoice value of the reserved goods to the other processed objects at the time of processing.

§ 6 Prices and shipping costs

(1) All prices stated in the offer of the provider are inclusive of the applicable value added tax.

(2) The 3D model can be picked up in person at the seat of the provider or will be sent by dispatched by mail.

(3) If the goods are shipped by mail, the corresponding shipping costs are indicated to the customer in the offer of the provider and are to be borne by the customer, unless the customer makes use of his right of withdrawal.

(4) The shipping risk is borne by the provider if the customer is a consumer.

§ 7 Payment modalities

(1) Payment shall be made by invoice or prepayment. The choice of payment modality is made by the provider who informs the customer in his offer.

(2) In the case of payment in advance, payment of the purchase price is due upon conclusion of the contract.

(3) In the case of payment on account, the invoice issued by the provider is payable without deduction within the payment date stated in the invoice.

(4) The payment takes place both with the payment on prepayment or on calculation by bank transfer. The customer will be informed of the account details in the offer in the case of payment in advance, and in the invoice issued by the provider in the case of payment on account.

(5) The obligation of the customer to pay interest on arrears does not exclude the assertion of further damages caused by delay by the provider.

§ 8 Warranty

(1) The provider is liable to the customer for material defects in accordance with the applicable statutory regulations.

(2) Insofar as the customer is an entrepreneur, the following applies in deviation from the aforementioned warranty provisions:

a) In the event of defects, the provider shall, at its discretion, provide a warranty by means of rectification or subsequent delivery. If the rectification of defects fails, the entrepreneurial customer may, at his discretion

reduction or withdraw from the contract. The elimination of the defect shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the item or defect or other circumstances indicate otherwise.

b) The warranty period is one year from delivery of the 3D model. The shortening of the period does not apply:

- for damages culpably caused by the supplier resulting from injury to life, body or health and body or health and for damages caused intentionally or by gross negligence;
- insofar as the provider has fraudulently concealed the defect or has given a guarantee for the guarantee for the quality of the item;
- in the case of items that were intended for use in a building in accordance with their customary use and have caused its defectiveness;
- in the case of statutory rights of recourse which the customer has in connection with defect rights.

§ 9 Choice of Law, Place of Jurisdiction

(1) Contracts between the supplier and the customer shall be governed exclusively by German law. UN sales law is expressly not applicable.

(2) If the customer is a merchant, a legal entity under public law or a public special legal entity under public law or special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the registered office of the provider, Hanover.

Hanover, 05.05.2021