

Terms and Conditions

ANYBOT e.U.

Owner:

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1. SCOPE OF APPLICATION

1.1. These Terms and Conditions regulate the business relationships between ANYBOT e.U., Marianne-Pollak-Gasse 3/6/47, 1100 Vienna (hereinafter: "ANYBOT") and its customers (hereinafter: "Customer"), for all orders on the ANYBOT website (hereinafter: "website") in the version valid at the time the contract was concluded. These terms and conditions also apply and in particular if the business is initiated via means of remote communication, in the version valid at the time the contract is concluded. By placing an order on the website, the customer accepts these terms and conditions.

1.2. These terms and conditions also apply to business relationships initiated by consumers within the meaning of the Consumer Protection Act.

1.3. The terms and conditions are permanently available on the website at <https://3d-print-files.com/terms-and-conditions> and can be printed out from there. They apply to all orders from the customer and deliveries and services by ANYBOT. With the order, the customer accepts these terms and conditions.

1.4. The contract language is exclusively German, but an English translation of the terms and conditions is available here.

1.5. ANYBOT performs and delivers exclusively on the basis of these terms and conditions. ANYBOT does not recognize deviating agreements – including deviating terms and conditions or purchasing or sales conditions of the customer. They are only binding for ANYBOT provided that ANYBOT has expressly consented to them prior to the conclusion of the contract. The mere fulfillment of contractual obligations by ANYBOT does not constitute consent to conditions that differ from these terms and conditions.

2. CONCLUSION OF A CONTRACT

2.1. ANYBOT offers templates for 3D printable projects and models on its website. In addition, ANYBOT publishes building instructions on its website, according to which the customer can assemble the products himself.

2.2. ANYBOT's offer is aimed exclusively at customers who have reached the age of 18 and are fully capable of acting and business.

2.3. The offers on the website do not represent an offer to conclude a purchase contract, but merely a non-binding invitation to submit one. The information on the goods and prices, also for illustrations, drawings, weight and dimensions, are subject to change and non-binding.

2.4. All items offered for sale on the website are described in detail on the website with regard to their properties. The customer selects the goods by clicking on the corresponding symbols on the website. This will place the goods in the shopping cart. In this way, the customer can add one or more products to the shopping cart. As long as the goods are in the shopping cart, the selection made by the customer can be changed.

2.5. By clicking the "Buy Now" button (or a similar button), the customer submits a binding purchase offer and thus transmits his order for the products in the shopping cart to ANYBOT.

2.6. ANYBOT sends a order completion email with a link for every order. By opening this link, the customer can download the files ordered and use them in accordance with the agreed license conditions. The contract between ANYBOT and the customer is only concluded when the download is activated or the download link is announced. By placing an order, the customer is entitled to a limited number of downloads. The exact number is defined in the order. Unless otherwise stated, the content can be downloaded a maximum of 5 times.

2.7. ANYBOT is entitled to involve vicarious agents or agents in the provision of services, even if the customer is not expressly informed about this.

2.8. If the customer is an entrepreneur based in another member state of the European Union, he must provide the following information with the order ANYBOT:

2.8.1. valid VAT ID number

2.8.2. Current excerpt from the commercial register or proof of trade license or other professional license including translation into German

2.8.3. Billing and shipping address

This regulation is also to be applied accordingly for entrepreneurs from third countries. ANYBOT reserves the right, if necessary, to make the conclusion of the contract dependent on the submission of further documents by the customer. If the disclosed VAT ID number of the customer is invalid or the address stored with it does not match the billing address provided by the customer, ANYBOT is entitled, in accordance with the statutory provisions, to invoice the customer for Austrian sales tax or to reject customers.

3. PRICES

3.1. The prices stated on the website are in euros and already include the statutory sales tax.

3.2. There is no minimum order value.

3.3. ANYBOT reserves the right to change prices at any time without giving the customer any advance notice. In any case, only the prices in the order are binding for the customer.

4. TERMS OF PAYMENT, DEFAULT

4.1. ANYBOT only accepts the payment methods specified on the website, whereby the selection of the respective available payment methods is incumbent upon ANYBOT. ANYBOT is not obliged to make advance payments and, in particular, ANYBOT has the right to request advance payment from the customer by bank transfer.

4.2. ANYBOT accepts the following payment methods:

4.2.1. Credit card

4.2.2. Prepayment (advance transfer)

4.2.3. PayPal

4.2.4. Instant bank transfer (Sofort)

4.3. Unless otherwise agreed, all invoice amounts are to be paid within 14 days of the invoice date without any deductions and free of charge. A payment is only considered to have been made when the invoice amount has been fully credited to the business account announced by ANYBOT. Incoming payments pay off first the compound interest, the interest and ancillary expenses, then the outstanding capital, starting with the oldest debt.

4.4. When paying with credit card, the purchase price is first reserved on the customer's credit card at the time of ordering (authorization). The actual load takes place with the provision of the in point 2.6. mentioned links.

4.5. When paying with PayPal, the customer is redirected to the secure PayPal website. In order to be able to pay the invoice amount via PayPal, the customer must be registered there or first register. The customer must observe the PayPal terms of use. After placing the order on the website, ANYBOT asks PayPal to initiate the payment transaction. The customer receives further information during the ordering process.

4.6. When paying by direct debit, the customer may have to bear the costs that arise as a result of a reversal of a payment transaction due to insufficient funds in the account or due to incorrectly transmitted bank account data.

4.7. If the customer is in default of payment and should he be reminded of this by ANYBOT, ANYBOT is entitled to charge a fee of EUR 10.00 per reminder.

4.8. In the event of default in payment, ANYBOT is also entitled to demand payment of statutory payment interest. The statutory default interest for customers who are consumers is 4% per year and for customers who are entrepreneurs 9.2 percentage points above the base rate. The base rate that applies on the first calendar day of each half year is decisive for the respective half year.

5. OFFSET / RIGHT OF RETENTION

5.1. The customer is only entitled to offset in cases in which his counterclaim has been legally established or has been expressly recognized by ANYBOT.

5.2. IF the customer is an entrepreneur, he only has a right of retention if his counterclaim is based on the same contractual relationship.

6. DELIVERY

6.1. Unless otherwise agreed, the goods are delivered by providing a link. The link will be sent to the customer by ANYBOT together with the order completion email. Clicking on the link starts the download of the goods onto the storage medium selected by the customer.

6.2. It is the customer's responsibility to have the appropriate software available that enables the files and content to be opened, edited and printed out properly.

7. RIGHT OF WITHDRAWAL

7.1. If the customer is a consumer within the meaning of § 1 of the Consumer Protection Act, he can withdraw from the contract concluded at a distance or

outside of business premises within 14 days without giving reasons. The withdrawal period begins on the day the contract is concluded.

7.2. The withdrawal deadline is met if the declaration of withdrawal is sent within the deadline.

7.3. In order to exercise his right of withdrawal, the customer must inform ANYBOT of his decision to withdraw from the contract by means of a clear declaration of withdrawal (e.g. a letter sent by post or an e-mail). For this purpose, the customer can use the model withdrawal form provided at the end of these terms and conditions, but this is not mandatory. However, the declaration of resignation is not bound to any particular form.

7.4. The declaration of withdrawal must be sent to:

ANYBOT e.U.

Marianne-Pollak-Gasse 3/6/47, 1100 Vienna

Phone: +43 677 634 867 33

E-mail: info@3d-druck-vorlagen.de

7.5. If the customer has already paid, the repayment will be made within 14 days of receipt of the declaration of withdrawal at the latest. ANYBOT uses the same means of payment that the customer has used to process his payment.

7.6. If the customer withdraws from the contract, he is obliged to return the goods already received to ANYBOT immediately, but no later than within 14 days. If the consumer withdraws from a contract for the delivery of digital content that is not stored on a physical data carrier according to § 11 (1), he is not obliged to pay for services already provided by the entrepreneur.

7.7. Exclusion of the right of withdrawal: The consumer has no right of withdrawal in the case of distance sales or contracts concluded outside of business premises for the delivery of digital content not stored on a physical data carrier if the entrepreneur – with the express consent of the consumer, combined with his knowledge of the loss of the right of withdrawal premature commencement of the fulfillment of the contract, and after provision of a copy or confirmation in accordance with § 5 (2) or § 7 (3) – has started delivery before the expiry of the withdrawal period in accordance with § 11.

8. WARRANTY

8.1. If the customer is no entrepreneur, the statutory guarantee under Austrian law applies. For customers who are entrepreneurs within the meaning of the KSchG, the warranty period is six months from delivery of the goods.

8.2. The product images on websites or in brochures do not always have to match the appearance of the products supplied. In particular, there may be changes in the appearance of the goods for technical reasons and when the product range is renewed.

8.3. If the customer is an entrepreneur, he is obliged to check the ordered goods upon acceptance and to report any defects in writing to ANYBOT immediately, in any case within 7 days. If the customer does not report any defects in writing immediately after they become known, he loses his claims from the warranty (§§ 922 ff ABGB), from the compensation for the defect itself (§ 933a Paragraph 2 ABGB) and from the error about the freedom from defects goods (§§ 871 f ABGB).

8.4. The presumption of defectiveness according to § 924 ABGB is excluded for customers who are entrepreneurs.

8.5. In the case of a justified warranty claim, the customer can initially only request improvement or replacement (replacement delivery), unless this is impossible and does not involve a disproportionately high effort for ANYBOT.

8.6. If both the improvement and the replacement delivery are impossible or involve a disproportionately high effort for ANYBOT, the customer can either request a price reduction or withdraw from the contract.

9. LIABILITY, DAMAGES

9.1. Liability for material damage caused by slightly negligent behavior on the part of ANYBOT is excluded. Liability for the non-availability of products is excluded.

9.2. The warranty is also excluded in the event of defects that can be traced back to improper use by the customer or by persons attributable to him.

9.3. If the customer is an entrepreneur, he has claims for damages in the event of any other loss of rights within six months of becoming aware of the damage, but no later than three years after the event giving rise to the claim.

10. COPYRIGHT AND RIGHTS OF USE

10.1. All digital content provided by ANYBOT is protected by copyright.

10.2. The customer acquires an unlimited, simple, non-transferable right of use exclusively for non-commercial use. No further exploitation rights are granted to the customer. In particular, he may not distribute the purchased products digitally or their printed results in full or in part, make them publicly accessible or pass them on to third parties in any other form for a fee. The right of reproduction is limited to acts of reproduction that are solely for personal use. The commercial use of the digital

content acquired by the customer or the products printed from it requires a commercial license, which the customer can acquire from ANYBOT through a separate agreement.

10.3. The granting of the rights of use by ANYBOT is subject to the condition precedent that the purchase price is paid in full.

10.4. The customer is not entitled to remove copyright notices, trademarks or other legal reservations.

10.5. ANYBOT is entitled to individually personalize the digital content made available for download with visible and invisible labels in order to enable the identification and legal prosecution of the original customer in the event of improper use.

10.6. In the event of unauthorized use of the digital content by the customer or a third party, the customer commits to pay a contractual penalty of EUR 5,000.00 per offense (excluding the continuation context), independent of evidence of the actual damage and fault. The assertion of any further damage by ANYBOT remains unaffected.

11. CONFIDENTIALITY, DATA PROTECTION

11.1. ANYBOT obliges to use the data received from the customer exclusively for the purpose of performing the contractually owed work and to process this in accordance with the applicable data protection regulations.

11.2. In connection with the protection of the customer's personal data, reference is made to the general data protection notice from ANYBOT, available at any time at <https://3d-print-files.com/privacy-policy>.

12. RETENTION OF TITLE

12.1. The delivered goods remain the sole and unrestricted property of ANYBOT until the goods have been paid for in full. Until then, the goods are deemed to have been entrusted to the customer, who may not be sold, pledged, given away or lent, willfully destroyed or processed.

12.2. In the event of default, ANYBOT is entitled to exercise its rights from the retention of title. It is agreed that the assertion of the retention of title does not constitute a withdrawal from the contract, unless ANYBOT expressly declares its withdrawal from the contract.

13. ALTERNATIVE DISPUTE RESOLUTION

13.1. The EU Commission has provided a platform for out-of-court dispute resolution.

This gives consumers the opportunity to initially resolve disputes in connection with the customer's online order without the intervention of a court. The dispute settlement platform can be reached under the link
<https://ec.europa.eu/consumers/odr>.

13.2. ANYBOT endeavors to amicably resolve any differences of opinion arising from the contract. In addition, ANYBOT is not obliged to participate in an arbitration procedure and cannot offer customers participation in such a procedure.

14. FINAL PROVISIONS

14.1. ANYBOT reserves the right to change these terms and conditions at any time. This change becomes effective for the customer if he accepts the then valid terms and conditions without contradiction when placing a new order. Therefore, the terms and conditions in effect at the time the contract is concluded apply.

14.2. Should individual provisions be or become invalid or not enforceable in whole or in part, this shall not affect the validity of the remaining provisions. In place of the ineffective or unenforceable provisions or to fill the gap, an appropriate provision should come in that comes closest to what the parties would have honestly agreed upon if they had considered this point when concluding the contract. The same applies in the event that these conditions contain a loophole.

14.3. Only Austrian law to the exclusion of international private law is applicable to the contractual relationship. This also applies if the order is carried out abroad. The provisions of the UN sales law do not apply.

14.4. If the customer is a consumer within the meaning of § 1 KSchG, the competent court in whose area the consumer has his place of residence, habitual residence or place of employment is responsible for actions brought by ANYBOT against the customer.

14.5. If the customer is an entrepreneur, the local jurisdiction of the relevant court for the company headquarters of ANYBOT at the time of the conclusion of the contract shall apply to any disputes. However, ANYBOT has the right to sue at the customer's general place of jurisdiction.

SAMPLE WITHDRAWAL FORM

If you want to cancel the contract, please fill out this form and send it back. However, the withdrawal is not bound to this form.

To
ANYBOT e.U.
Marianne-Pollak-Gasse 3/6/47

1100 Vienna

E-mail: info@3d-druck-vorlagen.de

Subject: Revocation

Dear Sir or Madam,

I hereby revoke the contract I have concluded for the purchase of the following goods:

Ordered on:

Received on:

Name and address of the consumer:

Date: _____

Signature of the consumer

(only when notified on paper)

Copyright: The general terms and conditions are based on a template of HÄRTING
Rechtsanwälte, www.haerting.de, vertragstexte@haerting.de, Chausseestraße 13,
10115 Berlin, Tel. (030) 28 30 57 40, Fax (030) 28 30 57 4