

Terms and Conditions

Ingenieurbüro Dr. Janko GmbH

Executive shareholder:

Dipl.-Ing. Dr.mont. Marian Janko-Grasslober

Bloch-Bauer-Promenade 20/15, 1100 Vienna, Austria

Phone: +43 677 634 867 33

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

VAT ID: ATU77423539

Edition: March 15, 2023

1. SCOPE OF APPLICATION

1.1. These terms and conditions regulate the business relationships between Ingenieurbüro Dr. Janko GmbH, Arsenalstrasse 11, 1030 Vienna (hereinafter: “Ingenieurbüro Dr. Janko GmbH”) and its customers (hereinafter: “customer”), for all orders on the Ingenieurbüro Dr. Janko GmbH website (hereinafter: “website”) in the version valid at the time of the conclusion of the contract with Ingenieurbüro Dr. Janko GmbH and announced to the customer by Ingenieurbüro Dr. Janko GmbH.

1.2. 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.

1.3. The language of negotiation and contract is either German or English, at the customer’s option. If the customer chooses German as the language of negotiations and contracts, the German version of these terms and conditions applies; if he chooses English as the language of negotiations and contracts, the English version of these terms and conditions shall apply.

1.4. Ingenieurbüro Dr. Janko GmbH performs and delivers exclusively on the basis of these terms and conditions. Conditions to the contrary, unless they are stipulated in an individual agreement between the contracting parties, do not apply.

2. CONCLUSION OF A CONTRACT

2.1. The Ingenieurbüro Dr. Janko GmbH provides free and paid 3D printing templates and construction instructions (hereinafter collectively and individually also referred to as “digital content”) for the customer to download, with which the customer can produce 3D printed products himself.

2.2. The 3D printing templates and construction instructions shown on the Ingenieurbüro Dr. Janko GmbH website are intended exclusively for customers who have reached the age of 18 and are fully capable of acting and business.

2.3. The presentation of the 3D printing templates and construction instructions on the Ingenieurbüro Dr. Janko GmbH website and the information provided by Ingenieurbüro Dr. Janko GmbH on the Ingenieurbüro Dr. Janko GmbH website do not constitute an offer to conclude a contract, but merely a non-binding invitation to submit an offer by the customer. After receipt of the offer, the customer will receive confirmation of receipt from Ingenieurbüro Dr. Janko GmbH by email. A contract with Ingenieurbüro Dr. Janko GmbH does not yet come into effect with this confirmation of receipt, but only with the sending of the email from Ingenieurbüro Dr. Janko GmbH to the customer in accordance with Section 2.6 of these terms and conditions. All information on the Ingenieurbüro Dr. Janko GmbH website, including all images, drawings, weight, price and dimension, are subject to change and non-binding and can therefore be changed by Ingenieurbüro Dr. Janko GmbH at any time prior to the conclusion of the contract with the customer or replaced by information deviating therefrom, if and to the extent that the change or deviation is reasonable for the customer, taking into account the interests of Ingenieurbüro Dr. Janko GmbH and the customer can reasonably be expected to do so before the conclusion of the contract.

2.4. All of the 3D printing templates and construction instructions provided on the Ingenieurbüro Dr. Janko GmbH website are precisely described with regard to their essential properties on the website. By clicking on the corresponding symbols on the Ingenieurbüro Dr. Janko GmbH website, the customer selects the 3D printing templates and/or construction instructions. The customer can add one or more 3D print templates and/or building instructions to the shopping cart by clicking the “Add to cart” button. As long as the goods are in the shopping cart, the selection made by the customer can be changed or deleted by clicking on the buttons provided for this purpose.

2.5. By clicking the “Buy Now” button, the customer submits a binding purchase offer and thus transmits his order for the products in the shopping cart to Ingenieurbüro Dr. Janko GmbH.

2.6. For every offer accepted by Ingenieurbüro Dr. Janko GmbH from the customer, Ingenieurbüro Dr. Janko GmbH sends an email within 3 days of receipt of the offer, which contains the text of the contract and the acceptance of the offer made by the customer to conclude the contract. Only with the transmission of this e-mail to the customer is a contract between Ingenieurbüro Dr. Janko GmbH and the customer about the payment of the 3D print templates and/or construction instructions

selected by the customer.

2.7. After receipt of the remuneration to be paid by the customer in accordance with Clause 4 or the notification of the payment service provider selected by the customer about the payment of the remuneration at Ingenieurbüro Dr. Janko GmbH, the customer receives another email from Ingenieurbüro Dr. Janko GmbH with the confirmation of the payment and a link with which the customer can download the 3D printing templates and construction instructions ordered by him and use them in accordance with the license conditions agreed in Section 9. By placing an order, the customer acquires the right to a limited number of downloads. Unless otherwise stated on the website and/or in the customer's order, the customer can download the 3D print template and/or construction manual a maximum of 5 times based on the same order.

2.8. The Ingenieurbüro Dr. Janko GmbH is entitled to involve vicarious agents or assistants and vicarious agents in the provision of services, even if the customer is not expressly informed about this.

3. REMUNERATION

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. The customer has to pay to Ingenieurbüro Dr. Janko GmbH the prices shown on the Ingenieurbüro Dr. Janko GmbH website when placing his order.

4. TERMS OF PAYMENT, DEFAULT

4.1. Ingenieurbüro Dr. Janko GmbH accepts the following payment methods:

4.1.1. Credit card (available in all EU countries and Switzerland)

4.1.2. PayPal (available in all EU countries and Switzerland)

4.1.3. Instant bank transfer / Sofort (available in all EU countries)

4.1.4. Amazon Pay (available in all EU countries and Switzerland)

4.2. Unless otherwise agreed, the remuneration to be paid by the customer is to be paid by the customer within 14 days of receipt of the email from Ingenieurbüro Dr. Janko GmbH in accordance with Section 2.6 with the acceptance of the offer made by the customer without any deduction and free of charge. A payment is only deemed to have been made when the remuneration to be paid by the customer has

been fully credited to the business account announced by Ingenieurbüro Dr. Janko GmbH or when the payment service provider used by the customer has confirmed the payment to Ingenieurbüro Dr. Janko GmbH. At Ingenieurbüro Dr. Janko GmbH incoming payments of the customer pay first the compound interest, the interest and ancillary expenses, then the outstanding capital, starting with the oldest debt. If the customer has his habitual residence or registered office in Germany, the statutory repayment sequence of Section 366 of the German Civil Code (BGB) applies, in deviation from sentence 3, unless the Ingenieurbüro Dr. Janko GmbH and the customer agree on a different repayment sequence.

4.3. When paying by credit card, the purchase price is first reserved on the customer's credit card at the time of ordering (so-called pre-authorization). The actual authorization, and thus the debiting, only takes place when the mentioned link is provided through the Ingenieurbüro Dr. Janko GmbH which is mentioned in Section 2.7.

4.4. When paying by PayPal, the customer is redirected to the secure PayPal website. In order to be able to pay the remuneration owed via PayPal, the customer must already be registered there or first register. The customer must comply with PayPal's terms of use. After placing the order on the Ingenieurbüro Dr. Janko GmbH website, Ingenieurbüro Dr. Janko GmbH asks PayPal to initiate the payment transaction. The customer receives further information on payment with PayPal during the ordering process.

4.5. When paying by Amazon Pay, the customer is redirected to the secure Amazon Pay website. In order to be able to pay the remuneration owed via Amazon Pay, the customer must be registered there or first register. The customer must comply with the Amazon Pay terms of use. After placing the order on the website, the Ingenieurbüro Dr. Janko GmbH asks Amazon Pay to initiate the payment transaction. The customer receives further information on payment with Amazon Pay during the ordering process.

4.6. In the event of default in payment, the Ingenieurbüro Dr. Janko GmbH is entitled to demand payment of statutory default interest. The statutory default interest for customers who are consumers and have their habitual residence in Austria is 4% per year and for customers who are entrepreneurs and have their habitual residence or registered office in Austria, 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. From customers who are consumers and have their habitual residence in Germany, Ingenieurbüro Dr. Janko GmbH can charge default interest in the amount of 5 percentage points above the base rate and from customers who are entrepreneurs and have their habitual residence or seat in

Germany, default interest in the amount of 9 percentage points above the base rate.

5. DELIVERY

5.1. Unless otherwise agreed, the 3D printing templates and/or construction instructions ordered by the customer are delivered by providing the link specified in Section 2.7. By clicking on the link, the digital content will be downloaded to the storage medium chosen by the customer.

5.2. It is the sole responsibility of the customer to have the appropriate software available, which enables the intended use of the digital content ordered by him.

6. RIGHT OF WITHDRAWAL, NOTICE OF WITHDRAWAL

6.1. If the customer is a consumer within the meaning of Section 1 of the Austrian Consumer Protection Act and has his habitual residence in Austria, 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.

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

6.3. In order to exercise his right of withdrawal, the customer must inform the Ingenieurbüro Dr. Janko GmbH 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 email). For this purpose, the customer can use the sample cancellation 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.

6.4. The declaration of withdrawal must be sent to:

Ingenieurbüro Dr. Janko GmbH
Arsenalstraße 11, 1030 Vienna
Phone: +43 677 634 867 33
Email: info@3d-druck-vorlagen.de

6.5. If the customer has already made a payment, the repayment will be made within 14 days of receipt of the declaration of withdrawal at the latest. The Ingenieurbüro Dr. Janko GmbH uses the same means of payment that the customer used to process his payment.

6.6. If the customer withdraws from the contract, he is obliged to return the goods already received to Ingenieurbüro Dr. Janko GmbH immediately, but at the latest within 14 days. If the consumer withdraws from a contract for the delivery of digital

content not stored on a physical data carrier in accordance with Section 11 (1) FAGG, he is not obliged to pay for services already provided by the entrepreneur.

6.7. 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 according to § 5 para. 2 or § 7 para. 3 FAGG – has started with the delivery before the expiry of the withdrawal period according to § 11 FAGG.

6.8. For consumers who have their habitual residence in Germany or another member state of the European Union or the EEA, the following applies:

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us the Ingenieurbüro Dr. Janko GmbH, Arsenalstraße 11, 1030 Vienna, Austria, Phone: +43 677 634 867 33, email: info@3d-druck-vorlagen.de of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In the case of a contract for the delivery of digital content that is not on a physical data carrier, the right of withdrawal also expires if the entrepreneur has started to execute the contract after the consumer

1. has expressly agreed that the entrepreneur will begin executing the contract before the withdrawal period has expired, and

2. has confirmed that he is aware that he will lose his right of withdrawal by agreeing to the execution of the contract.

7. WARRANTY, LIABILITY FOR DEFECTS

7.1. If the customer is a consumer with habitual residence in Austria, the statutory guarantee under Austrian law applies. If the customer is a consumer with habitual residence in Germany, he has the statutory rights of the consumer in the event of defects under German law, which remain unaffected by the following provisions in Sections 7.2 to 7.5. For all other customers who are consumers and have their habitual residence in another member state of the European Union, the EEA or in Switzerland, their rights in the event of defects are determined by the law applicable at the place of their habitual residence, which is governed by the following provisions in Sections 7.2 to 7.5 also remain unaffected. For customers who are entrepreneurs within the meaning of the Austrian Consumer Protection Act (KSchG), the warranty period is six months from delivery of the goods.

7.2. If the customer is an entrepreneur, he is obliged to check the ordered goods upon acceptance and, if a defect becomes apparent, to notify the Ingenieurbüro Dr. Janko GmbH in writing and to complain within 7 days. If the customer, who is an entrepreneur, does not report recognizable 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 regarding the absence of defects in the goods (§§ 871 f ABGB).

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

7.4. In the case of a justified warranty claim, the customer, if he is an entrepreneur, can only initially request improvement or replacement (replacement delivery), provided this is not impossible and does not involve a disproportionate amount of effort for the Ingenieurbüro Dr. Janko GmbH.

7.5. If both the improvement and the replacement delivery fail or if they are associated with a disproportionately high effort for Ingenieurbüro Dr. Janko GmbH, the customer, if he is an entrepreneur, can either request a price reduction or withdraw from the contract.

8. LIABILITY, DAMAGES

8.1. Liability for damage to property caused by slightly negligent behavior on the part of Ingenieurbüro Dr. Janko GmbH is excluded. Liability for the non-availability of products is excluded.

8.2. 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.

8.3. If the customer is an entrepreneur, he has to assert claims for damages in the event of any other loss of rights within six months after becoming aware of the damage, but at the latest within three years after the event giving rise to the claim.

8.4. For entrepreneurs and consumers who have their habitual residence in Germany and entrepreneurs who have their habitual residence or seat in Germany, the liability for claims for damages and claims for reimbursement of wasted expenses, regardless of the legal reason deviating from Clauses 8.1 to 8.3, is determined as follows:

a. The Ingenieurbüro Dr. Janko GmbH has unlimited liability for damage caused willfully or grossly negligently by the Ingenieurbüro Dr. Janko GmbH or by legal representatives or vicarious agents of Ingenieurbüro Dr. Janko GmbH. The same applies to damage based on the lack of a property guaranteed by Ingenieurbüro Dr. Janko GmbH.

b. In the case of slightly negligent breach of essential contractual obligations by Ingenieurbüro Dr. Janko GmbH, the obligation to pay compensation is limited to the foreseeable damage typical for the contract. In addition, liability for damage caused by slight negligence, with the exception of those in letter c. regulated cases excluded. The regulation in lit e. remains unaffected by this. A contractual obligation is essential if the fulfillment of this obligation enables the contract to be carried out in the first place and the customer can rely on compliance with this obligation.

c. Ingenieurbüro Dr. Janko GmbH's liability for personal injury, i.e. for injury to life, limb or health, is unlimited. The legally mandatory liability, for example under the Product Liability Act, remains unaffected.

d. In the event of data loss or data destruction, Ingenieurbüro Dr. Janko GmbH is only liable if Ingenieurbüro Dr. Janko GmbH caused the destruction with intent, gross negligence or due to a breach of an essential contractual obligation. A contractual obligation is essential if the fulfillment of this obligation enables the contract to be carried out in the first place and the customer can rely on compliance with this obligation. Ingenieurbüro Dr. Janko GmbH's liability is limited to the

amount of damage that would have occurred even if the customer had properly backed up their data.

e. All claims under this Clause 8.4 become statute-barred within one year; With regard to the start of the limitation period, Section 199 (1) of the German Civil Code (BGB) applies. This does not apply in cases of liability due to intent and gross negligence, in the case of personal injury or in cases of mandatory liability, for example under the Product Liability Act.

9. COPYRIGHT AND USE RIGHTS

9.1. All 3D printing templates and construction instructions provided by the Ingenieurbüro Dr. Janko GmbH are protected by copyright and/or as a design.

9.2. The customer acquires a time-unlimited, simple, non-transferable right of use exclusively for non-commercial use. No further usage or exploitation rights are granted to the customer. In particular, he may not edit the acquired 3D print templates and construction instructions and the 3D printed products produced with them and the data provided by Ingenieurbüro Dr. Janko GmbH for downloading in full or in part, distribute them for a fee or free of charge, make them publicly accessible or in any other form to third parties, for a fee or free of charge pass on. The right to reproduce is limited to acts of reproduction that are solely for your own private use. The commercial use of the digital content acquired by the customer or the 3D printed products produced with them requires a commercial license, which the customer can acquire by separate agreement from Ingenieurbüro Dr. Janko GmbH. Other legally permitted uses such as those in Sections 44a to 53 of the German Copyright Act remain unaffected by this Section 9.2.

9.3. The granting of the rights of use mentioned in Section 9.2 by the Ingenieurbüro Dr. Janko GmbH is subject to the condition precedent that the purchase price is paid in full.

9.4. The customer is not entitled to remove copyright notices, trademarks or other legal reservations from the digital content provided by Ingenieurbüro Dr. Janko GmbH.

9.5. The Ingenieurbüro Dr. Janko GmbH is entitled to individually personalize the digital content made available for downloading with visible and invisible markings (“watermarks”) in order to enable the identification and prosecution of property rights violations in the event of unauthorized use.

9.6. In the case of an unauthorized use of the digital content by the customer or a third party for which the customer is responsible, the customer undertakes for each culpable infringement (excluding the continuation context) to pay an appropriate

amount to be determined by Ingenieurbüro Dr. Janko GmbH and to be checked by the competent court subject to contractual penalty. The assertion of any further damage by Ingenieurbüro Dr. Janko GmbH remains unaffected, the contractual penalty is, however, offset against any claim for damages by the Ingenieurbüro Dr. Janko GmbH. The right of the customer to provide evidence that no damage or depreciation occurred or that it was significantly lower than a flat rate demanded by Ingenieurbüro Dr. Janko GmbH remains unaffected.

10. PRIVACY POLICY

10.1. Ingenieurbüro Dr. Janko GmbH undertakes to use personal data received from the customer exclusively for the purpose of fulfilling the contract concluded with the customer and to process them in accordance with the applicable data protection regulations.

10.2. The processing of the customer's personal data is otherwise in accordance with the general data protection notice from the Ingenieurbüro Dr. Janko GmbH, which can be accessed and printed out at <https://3d-print-files.com/privacy-policy>.

11. ALTERNATIVE DISPUTE RESOLUTION

11.1. The EU Commission has provided a platform for out-of-court settlement of disputes. This gives consumers the opportunity to 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>.

11.2. Ingenieurbüro Dr. Janko GmbH endeavors to settle any differences of opinion arising from the contract directly with the customer by mutual agreement and therefore does not take part in the procedure mentioned in Section 11.1.

12. CHOICE OF LAW

With the exception of the regulations that are expressly aimed at German consumers, these terms and conditions and the contracts concluded by Ingenieurbüro Dr. Janko GmbH with consumers are subject to Austrian law to the exclusion of Austrian and German international private law and the UN Sales Convention (CISG). However, according to Article 6 (2) of the Rome I Regulation, consumers also enjoy the protection of the mandatory provisions of the law that would have to be applied without this clause. For consumers who have their habitual residence in Germany or other contracting states of the ROM I Agreement, this means that this choice of law does not deprive them of the protection of those provisions of the law applicable in their state of residence, which may not be deviated from by agreement.

13. FINAL PROVISIONS

13.1. Ingenieurbüro Dr. Janko GmbH reserves the right to change these terms and conditions at any time. This change becomes effective for the customer if, when placing a new order, he accepts the terms and conditions that are then in effect and announced to him without being contradicted. The terms and conditions that are valid at the time of the conclusion of the contract, announced to the customer by Ingenieurbüro Dr. Janko GmbH and accepted by him, therefore apply.

13.2. If the customer has his habitual residence in Austria and he is a consumer within the meaning of § 1 of the Austrian Consumer Protection Act (§1 KSchG), the competent court in whose area the consumer has his place of residence or in the absence of such, his/her habitual residence or place of employment. For customers who have their place of residence or habitual abode in Germany and are consumers within the meaning of Section 29c of the German Code of Civil Procedure (ZPO), the relevant court in whose jurisdiction the consumer is domiciled or, in the absence of such, is locally competent has his habitual residence.

13.3. If the customer is not a consumer, then all disputes arising from the contract concluded by Ingenieurbüro Dr. Janko GmbH with the customer and on the interpretation and application of these general terms and conditions are to be decided exclusively by the competent court at the headquarters of Ingenieurbüro Dr. Janko GmbH. However, the Ingenieurbüro Dr. Janko GmbH then has the right to sue at the customer's general place of jurisdiction.

MODEL WITHDRAWAL FORM

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

(complete and return this form only if you wish to withdraw from the contract)

To
Ingenieurbüro Dr. Janko GmbH
Arsenalstraße 11
1030 Vienna
Email: info@3d-druck-vorlagen.de

Subject: Revocation

Dear Sir or Madam,

I hereby give notice that I withdraw from my contract of sale of the following goods,

Ordered on:

Received on:

Name and address of the consumer:

Date: _____

Signature of the consumer
(only if this is communicated on paper)