General Terms and Conditions of ShapeService B.V.

Version 1 · 27 November 2026 · translation of the Dutch text, which prevails

***General Terms and Conditions of ShapeService B.V.**, having its registered office at Ippelseweg 19, 4255 HW Nieuwendijk, the Netherlands, registered with the Dutch Chamber of Commerce under number 73890448. Version 1, 27 November 2026. These terms are sent with every Quotation and are available on the ShapeService website.*

This is a translation of the Dutch Algemene voorwaarden ShapeService B.V. In the event of any discrepancy between the Dutch and the English text, the Dutch text prevails (article 2.9).

PART I — GENERAL

Article 1 — Definitions

In these terms and conditions:

- **ShapeService:** ShapeService B.V., established in Nieuwendijk, the Netherlands, Chamber of Commerce number 73890448.
- **Client:** any (legal) person who enters into or wishes to enter into an Agreement with ShapeService.
- **Consumer:** a Client who is a natural person not acting in the course of a profession or business.
- **Agreement:** any arrangement between ShapeService and the Client, including the Quotation, the Order Specification and these terms and conditions.
- **Quotation:** any offer or price quotation from ShapeService.
- **Order Specification:** the specification per order (Annex 1), recording project-specific choices such as tolerances, material, finish and design responsibility.
- **Goods:** the products, parts and objects that ShapeService manufactures or delivers.
- **Design:** any design, model, drawing or digital file that determines the shape or execution of the Goods.
- **Production Data:** all digital data that ShapeService creates or uses to produce a Design, including in any event toolpaths, machine code, slicer and process settings, parametric models, scripts and proprietary software.
- **Prototype:** Goods intended to test a Design, material or application, designated in the Quotation as a prototype, test print or test.
- **Experimental Material:** a material, combination of materials or application whose properties are not yet fully known, designated as experimental in the Quotation.
- **Time and Materials:** performance based on time spent and materials used at the agreed rates.
- **Additional Work:** work or deliveries not included in the Agreement, as described in article 5.
- **Notice of Readiness:** the notification by ShapeService that the Goods are ready for collection or dispatch.
- **In Writing:** by letter or e-mail, or through a digital system used to send and accept a Quotation.

Article 2 — Applicability and order of precedence

2.1 These terms and conditions apply to all Quotations from ShapeService and to all Agreements between ShapeService and the Client.

2.2 Part I always applies. Part II (design and engineering) applies insofar as the Agreement includes design or engineering work. Part III (production and delivery) applies insofar as the Agreement includes the manufacture or delivery of Goods. Part IV applies only if the Client is a Consumer.

2.3 In the event of conflict, the following order of precedence applies: (a) the Quotation and anything else the parties have agreed In Writing; (b) the Order Specification; (c) Part IV; (d) Part II and Part III; (e) Part I.

2.4 The applicability of any general terms and conditions of the Client, however named, is expressly rejected.

2.5 If ShapeService accepts the Client's terms and conditions In Writing for a specific order, those terms apply to that order only. In that case, article 11 (liability), article 19 (intellectual property), article 20 (materials), article 21 (tolerances) and article 22 (prototypes and Experimental Material) of these terms and conditions prevail over the Client's terms and conditions.

2.6 If ShapeService acts as subcontractor or supplier to the Client for an order of a third party, ShapeService shall never be more liable to the Client, and no longer warranty or complaint periods shall apply, than the Client itself has towards that third party.

2.7 Terms and conditions of grant providers, funds or partnerships bind ShapeService only insofar as ShapeService has accepted them In Writing.

2.8 If any provision of these terms and conditions is void or annulled, the remaining provisions remain in force. The parties shall then replace that provision with a valid provision that approximates its intent as closely as possible.

2.9 These terms and conditions are drawn up in Dutch and English. In the event of any discrepancy between the texts, the Dutch text prevails.

2.10 ShapeService may amend these terms and conditions. An amendment does not apply to Agreements already concluded.

Article 3 — Quotations and formation of the Agreement

3.1 A Quotation is without obligation and valid for 30 days from its date, unless stated otherwise in the Quotation.

3.2 A Quotation is based on the information and files provided by the Client. The starting points and assumptions in the Quotation form part of the Agreement.

3.3 The Agreement is formed when the Client accepts the Quotation In Writing, or when ShapeService begins performance with the Client's consent. If the acceptance deviates from the Quotation, the Agreement is only formed if ShapeService accepts the deviation In Writing.

3.4 An order placed without a prior Quotation binds ShapeService only after ShapeService has confirmed it In Writing.

3.5 A composite quotation does not oblige ShapeService to perform part of the order for a corresponding part of the price. Prices and terms in a Quotation do not automatically apply to repeat orders.

Article 4 — Prices and pricing methods

4.1 Prices are in euros, exclusive of VAT and other levies, and apply ex works ShapeService's workshop in Nieuwendijk (article 23), unless stated otherwise. Transport, special packaging, installation

and travel costs are not included unless stated in the Quotation.

4.2 ShapeService works for a fixed price if sufficient information is available at the time of the Quotation to price the order. If that is not the case, for example for research, material tests, development, prototypes or design work, ShapeService works on a Time and Materials basis.

4.3 For Time and Materials work, ShapeService will where possible provide a rough estimate of the costs in advance. That estimate is not binding. If an overrun of more than 10% is likely, ShapeService will inform the Client in good time so that the Client can adjust.

4.4 The rates for Time and Materials and Additional Work are stated in the Quotation. If no rates have been agreed, the rates most recently agreed between the parties apply or, failing those, ShapeService's usual rates at the time of performance.

4.5 If the costs of material, energy or transport rise by more than 5% between the date of the Quotation and the time of purchase, ShapeService may pass on the increase above that 5%. ShapeService will substantiate the increase on request. If this results in an increase of the total price by more than 10%, the Client may dissolve the Agreement free of charge, within 7 days of the notification, for the part not yet performed.

4.6 Failed prints: the provisions of the Quotation take precedence (for example a number of attempts included). If the Quotation contains no provision, then: for a fixed price, failed prints are at ShapeService's expense; for Time and Materials, Prototypes and Experimental Material, failed attempts are also charged as time spent and material used, unless the print fails due to an error on the part of ShapeService, such as an operating error or a machine malfunction.

Article 5 — Additional Work and changes

5.1 Additional Work includes in any event:

- repairing, completing or making suitable incomplete or incorrect files and data from the Client, insofar as not included in the Quotation;
- changes requested by the Client after approval of the Design or after the start of production, including regenerating Production Data;
- additional test prints at the Client's request;
- work required because starting points in the Quotation prove incorrect, insofar as this is due to information, files or a Design from the Client.

5.2 Errors in ShapeService's own calculations do not constitute Additional Work under a fixed price.

5.3 ShapeService performs Additional Work only after the Client's prior approval by e-mail. In urgent cases approval may be given orally; ShapeService will then confirm it by e-mail as soon as possible.

5.4 Additional Work is performed on a Time and Materials basis or at a price stated in advance. An agreed delivery time is extended by the time required for the Additional Work.

Article 6 — Performance and time limits

6.1 ShapeService performs the Agreement to the best of its ability and with the care that may be expected of a professional contractor.

6.2 ShapeService may engage third parties for the performance. ShapeService may perform the order in phases and invoice each phase separately.

6.3 Delivery times and other time limits are indicative, unless a strict deadline or penalty has been expressly agreed In Writing. If a time limit is exceeded, the Client must first give ShapeService written notice of default and a reasonable period to perform.

6.4 A delivery time only begins once ShapeService has received the down payment, all necessary information and files and, where applicable, the approval of the Design. The delivery time is extended in the event of Additional Work, late payment or late provision by the Client, and force majeure.

Article 7 — Obligations of the Client

7.1 The Client shall provide in good time all information, files and cooperation that ShapeService requires for performance, in a format specified by ShapeService.

7.2 The Client is responsible for the accuracy and completeness of what it provides, including where it originates from third parties. ShapeService checks supplied files only for printability, not for accuracy, dimensions or fitness for purpose.

7.3 The Client shall obtain the permits, consents and inspections required for the use or installation of the Goods.

7.4 If the Client supplies material itself, this is at the Client's expense and risk. ShapeService is not liable for defects resulting from supplied material.

7.5 If the Client fails to meet these obligations, ShapeService may suspend performance and charge the additional costs.

Article 8 — Payment

8.1 Unless the Quotation provides otherwise, the Client pays 50% of the price on conclusion of the Agreement and 50% upon the Notice of Readiness.

8.2 ShapeService begins performance after receipt of the down payment.

8.3 The invoice for the final instalment must be paid before collection or dispatch of the Goods, and no later than 14 days after the invoice date, whichever comes first. ShapeService delivers only after full payment.

8.4 Other invoices must be paid within 14 days of the invoice date.

8.5 Time and Materials work is invoiced monthly in arrears. For a fixed price, ShapeService may invoice in instalments according to the milestones in the Quotation.

8.6 If the Client fails to pay on time, it is in default without notice of default being required. It then owes the statutory commercial interest (article 6:119a Dutch Civil Code) and extrajudicial collection costs in accordance with the statutory scale. For Consumers, article 29.4 applies.

8.7 The Client may not suspend or set off its payment obligation. A complaint about an invoice must be reported In Writing within the payment term and does not suspend payment of the undisputed part.

8.8 If there are reasonable grounds to doubt the Client's ability to pay, ShapeService may require advance payment or security before (continuing) performance.

Article 9 — Cancellation and postponement by the Client

9.1 The Client may cancel the Agreement In Writing before the Notice of Readiness. The Client then owes:

- all hours spent and costs incurred up to that point, including materials purchased or ordered specifically for the order, such as pigment, masterbatch and special raw materials; and in addition

- 10% of the part of the price not yet invoiced if the cancellation takes place after approval of the Design, or 40% thereof if the cancellation takes place after the start of production.

9.2 After payment, materials purchased specifically for the order will be made available to the Client on request, ex works.

9.3 If the Client postpones performance for more than 30 days, ShapeService may invoice the part performed and charge the costs of storage and rescheduling.

Article 10 — Force majeure

10.1 ShapeService is not obliged to perform if it is prevented from doing so by force majeure. Force majeure includes: disruptions in ShapeService's business, including failure of printers, robots and other means of production; failure of suppliers or carriers to deliver, to deliver on time or to deliver properly; failure or restriction of the energy supply, including grid congestion; fire, extreme weather conditions, epidemics, war and government measures.

10.2 In the event of force majeure, ShapeService's obligations are suspended. If the force majeure lasts longer than 3 months, either party may dissolve the Agreement In Writing for the part not yet performed, without any obligation to pay damages.

10.3 The part already performed is invoiced proportionally.

Article 11 — Liability

11.1 ShapeService is only liable for direct damage resulting from an attributable failure to perform the Agreement.

11.2 Direct damage means exclusively: damage to property of the Client; reasonable costs of establishing the cause and extent of the damage; and reasonable costs of making ShapeService's performance conform to the Agreement.

11.3 ShapeService is not liable for indirect damage, including consequential damage, loss of profit, lost savings, damage due to business interruption or delay, loss of data and reputational damage.

11.4 ShapeService's total liability is limited to the invoice amount (exclusive of VAT) of the order to which the damage relates. For orders running longer than 6 months, it is limited to the invoice amount over the last 6 months.

11.5 ShapeService is in any event not liable for:

- the structural safety, strength and stability of the Goods in their application; these are the responsibility of the Client or its structural engineer, even if ShapeService has created or modified the Design;
- the fitness of the Goods for a particular purpose, unless such fitness has been expressly agreed In Writing;
- damage resulting from Designs, files, information or materials of the Client or of third parties engaged by the Client;
- damage caused by transport, storage, assembly, dismantling or installation by the Client or third parties after delivery, including for objects that go on tour;
- damage to Prototypes and Goods made of Experimental Material, insofar as excluded by article 22.

11.6 The limitations in this article do not apply in the event of intent or deliberate recklessness on the part of ShapeService or its management.

11.7 Any claim for damages lapses 1 year after delivery of the Goods or, if no delivery takes place, 1 year after the event giving rise to the damage.

11.8 The limitations in this article also apply to ShapeService's employees and to third parties engaged by ShapeService in the performance; they may invoke them directly.

Article 12 — Indemnification

12.1 The Client indemnifies ShapeService against claims by third parties, including end users, in connection with the application, installation or use of the Goods, insofar as ShapeService would not be liable for them towards the Client under these terms and conditions.

12.2 The Client indemnifies ShapeService against claims by third parties for infringement of their rights by Designs, files, images or information provided by the Client.

Article 13 — Confidentiality

13.1 The parties shall keep confidential information of the other party secret and use it only for the performance of the Agreement. Information is confidential if it has been designated as such or if its confidential nature is reasonably apparent.

13.2 The confidentiality obligation does not apply to information that is already public, that a party already lawfully possessed, or that a party is required to disclose by law or court order.

13.3 If the parties have concluded a separate non-disclosure agreement, that agreement prevails.

Article 14 — Images and references

14.1 ShapeService may take photographs and videos of the Goods and of the production process, and use them for its website, social media, presentations and other promotion, unless the parties have agreed confidentiality regarding the order.

14.2 Where appropriate, ShapeService will credit the designer or artist. The Client may request In Writing that publication be postponed until the presentation or launch of its project.

Article 15 — Suspension and dissolution

15.1 ShapeService may suspend performance or dissolve the Agreement if the Client fails to fulfil an obligation, fails to do so on time or in full, or if there are reasonable grounds to fear that it will fail to do so.

15.2 ShapeService may dissolve the Agreement with immediate effect if the Client is declared bankrupt, applies for a suspension of payments, ceases or liquidates its business, or if attachment is levied on a substantial part of its assets.

15.3 In the cases referred to in this article, all claims of ShapeService are immediately due and payable. ShapeService need not undo what it has already performed and invoiced; those amounts remain due.

15.4 The Client may only dissolve the Agreement after written notice of default with a reasonable period, and only for the part not yet performed by ShapeService.

Article 16 — Governing law and disputes

16.1 The Agreement is governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

16.2 Disputes shall be submitted to the competent court of the District Court of Zeeland-West-Brabant, location Breda, the Netherlands, also if the Client is established abroad. This is without prejudice to ShapeService's right to submit a dispute to the court that would have jurisdiction in the absence of this choice.

16.3 For Consumers, article 33 (Part IV) applies.

PART II — DESIGN AND ENGINEERING

Article 17 — Design process and Design approval

17.1 ShapeService develops the Design on the basis of the Client's brief and information. The number of design rounds included in the price is stated in the Quotation; additional rounds are Additional Work.

17.2 The Client approves the Design In Writing before production starts. By that approval, the Client accepts the Design, including its shape, dimensions, segmentation and the visible characteristics of the printing process.

17.3 Changes after Design approval are Additional Work (article 5).

Article 18 — Design responsibility

18.1 The Order Specification states who is responsible for the functional suitability of the Design: (A) the Client, or (B) the Client and ShapeService jointly in the case of co-design. If it states nothing, option A applies.

18.2 In all cases, ShapeService is only responsible for the manufacturability of the Design with its production process. It is not responsible for structural safety (article 11.5) or for checking the Design against laws, regulations and standards, unless expressly agreed In Writing.

Article 19 — Intellectual property and Production Data

19.1 **Client's Design.** Intellectual property rights in Designs supplied by the Client remain with the Client. The Client grants ShapeService the right to use and adapt them insofar as necessary for the performance of the Agreement.

19.2 **ShapeService's contributions.** Rights in the additions, technical solutions and working methods that ShapeService develops when making a Design printable, such as segmentation, recesses, connections and wall thickness strategies, remain with ShapeService. ShapeService uses a Client Design adapted by ShapeService only for that Client.

19.3 **ShapeService's Design.** Copyright and other intellectual property rights in Designs created by ShapeService vest in ShapeService. After full payment, the Client obtains a non-exclusive, non-transferable right to use, exhibit and resell the copies delivered by ShapeService. The Client may not copy the Design, have it copied, have it produced by third parties or modify it without ShapeService's written consent.

19.4 Intellectual property rights of ShapeService can only be transferred to the Client by a separate deed signed by both parties and against a fee agreed therein.

19.5 **Production Data.** All rights in Production Data vest in ShapeService. Production Data are trade secrets of ShapeService and will not be handed over to the Client, not even after expiry or termination of the Agreement, unless the Quotation expressly provides otherwise.

19.6 **Know-how.** ShapeService may use the knowledge and experience gained in performance for other clients as well, and may create similar solutions for others, provided it does not use any Design or confidential information of the Client.

19.7 **Third-party rights.** The Client warrants that Designs, files and images it supplies do not infringe third-party rights (see also article 12.2). ShapeService may refuse or suspend an order if it reasonably suspects that they do.

19.8 ShapeService may retain files and Production Data for repeat orders but is not obliged to do so.

PART III — PRODUCTION AND DELIVERY

Article 20 — Materials

20.1 ShapeService works with bio-based and recycled materials. Natural variation is inherent in those materials. Small inclusions, spots and specks, variation in fibre or grain, and colour differences between production batches and material lots are not defects.

20.2 Datasheets and other material data are indicative. They apply to test specimens under laboratory conditions and not to the printed product, whose properties also depend on the Design, print orientation and print settings.

20.3 With respect to material properties, ShapeService gives no further warranty than its supplier gives to ShapeService.

20.4 If an agreed material is not available, or not available in time, ShapeService may use an equivalent material after consultation with the Client.

Article 21 — Dimensional tolerances, surface and appearance

21.1 Unless the Order Specification states otherwise, the following dimensional tolerance applies: ±1% of the nominal dimension, with a minimum of ±5 mm, in all directions. This tolerance also applies to deviations caused by shrinkage and warping. General tolerance standards such as ISO 2768 do not apply unless agreed In Writing.

21.2 Critical dimensions only apply if they are recorded, with their tolerance, in the Order Specification.

21.3 The following characteristics are inherent in the production process and are not defects, insofar as they remain within the tolerances and do not materially affect the agreed function:

- shrinkage and warping;
- visible layer structure and the seam where a layer begins and ends;
- colour differences as referred to in article 20.1;
- minor surface irregularities, such as stringing, small air inclusions and small bulges;
- the material characteristics of recycled and bio-based material as referred to in article 20.1.

21.4 Deviations within the tolerances are no ground for rejection, even if as a result the Goods do not fit parts of third parties, unless that fit has been recorded as a critical dimension in the Order Specification.

21.5 Dimensions are measured at ShapeService before delivery, at room temperature and after the Goods have fully cooled. The Client may request to be present at the measurement.

Article 22 — Prototypes and Experimental Material

22.1 A Prototype or Goods made of Experimental Material serve for testing. ShapeService manufactures them according to the agreed specification but does not warrant their fitness for any particular purpose, such as strength, outdoor use or service life.

22.2 If a Prototype or Goods made of Experimental Material deviate from the agreed specification due to an error on the part of ShapeService, ShapeService will remake them or credit the invoice amount, at its option. ShapeService has no further liability in that case.

22.3 Results of tests and Prototypes are indicative and give no guarantee for later production.

22.4 The Quotation states which Goods qualify as a Prototype or as Experimental Material.

Article 23 — Delivery, packaging, transport and risk

23.1 Delivery takes place ex works ShapeService's workshop in Nieuwendijk (EXW, Incoterms 2020), unless the Quotation states a different delivery term.

23.2 By way of derogation from EXW, risk in the Goods passes to the Client upon collection, and no later than 14 days after the Notice of Readiness.

23.3 Only a pallet truck is available at the workshop. The Client or its carrier shall provide suitable loading equipment, such as a tail lift, truck-mounted forklift or crane. ShapeService states the dimensions, weight and packaging of the Goods in the Notice of Readiness. If ShapeService assists with loading, it does so as a service and at the Client's risk.

23.4 The price includes standard transport-ready packaging, such as film and pallet. Crates, frames and packaging for repeated transport are quoted separately.

23.5 If delivery free domicile, DAP or DDP has been agreed in the Quotation, ShapeService bears the risk until delivery at the agreed address.

23.6 For delivery outside the Netherlands, customs formalities, import duties and local taxes are for the Client's account, unless DDP has been agreed. ShapeService provides the export documents it is required to provide as seller.

23.7 Goods intended for repeated transport or exhibition at multiple locations (such as objects that go on tour) shall be insured by the Client from delivery. ShapeService provides instructions for packaging, assembly and dismantling on request.

23.8 ShapeService may deliver in instalments.

Article 24 — Acceptance of delivery and storage

24.1 The Client shall collect the Goods within 14 days of the Notice of Readiness, or take delivery of them within that period in the agreed manner.

24.2 If the Goods are not collected or taken delivery of within that period, they are stored at the Client's expense and risk, ShapeService may charge reasonable storage costs, and it may invoice the full price as if delivery had taken place.

Article 25 — Retention of title

25.1 ShapeService retains title to the delivered Goods until the Client has fulfilled all its obligations under this and earlier or later Agreements for Goods delivered or to be delivered and work performed or to be performed by ShapeService, including claims for failure to perform those obligations.

25.2 As long as title has not passed, the Client may not pledge or otherwise encumber the Goods, nor dispose of them outside the ordinary course of its business.

25.3 If the Client fails to meet its payment obligations, ShapeService may repossess the Goods. The Client shall grant ShapeService access to the premises where the Goods are located for that purpose.

25.4 Also while the retention of title applies, the risk of the Goods, liability for damage caused by or to the Goods and the insurance thereof lie with the Client from delivery.

25.5 If the Goods are taken to another country and the law of that country permits more extensive security, that security applies in favour of ShapeService. The Client shall cooperate with the formalities required for this.

Article 26 — Inspection and complaints

26.1 The Client shall inspect the Goods immediately upon delivery.

26.2 The Client shall notify ShapeService In Writing of visible defects and discrepancies in quantities within 5 working days of delivery, with a description and photographs. The Client shall notify hidden defects within 14 days after discovering them or after they could reasonably have been discovered, and no later than within the warranty period of article 27.

26.3 If the Client processes, works on or uses the Goods after it has discovered or could have discovered a defect, without reporting it, this constitutes acceptance.

26.4 The Client shall cooperate free of charge with the investigation of a complaint and keep the Goods concerned. If a complaint proves unfounded, the reasonable costs of the investigation are for the Client's account.

26.5 A complaint does not suspend the Client's payment obligation.

Article 27 — Warranty

27.1 ShapeService warrants the sound execution of the Goods in accordance with the Agreement for a period of 6 months after delivery.

27.2 If a warranty claim is justified, ShapeService will repair or replace the Goods, or credit a reasonable part of the price, at its option. Costs of transport, dismantling, installation and travel are for the Client's account.

27.3 The warranty only applies if the Client has fulfilled all its obligations towards ShapeService.

27.4 The warranty does not apply to:

- defects resulting from Designs, specifications, information or materials of the Client;
- Prototypes and Goods made of Experimental Material (article 22);
- characteristics inherent in the production process and the materials (articles 20 and 21);
- normal wear and tear, improper or incorrect use, inadequate maintenance, and processing or repair by the Client or third parties;
- damage caused by transport, storage, assembly, dismantling or installation by the Client or third parties;
- discolouration or degradation due to outdoor use or UV light, unless UV-resistant material or a protective coating has been ordered In Writing.

Article 28 — Installation and work on site

28.1 If ShapeService performs work at a location of the Client or a third party, the Client shall provide an easily accessible and safe workplace, the necessary facilities (such as power, lighting and lifting or aerial work equipment) and the required permits and consents.

28.2 Waiting time and additional travel time not attributable to ShapeService are Additional Work.

28.3 The Client bears the risk of damage to, theft or loss of Goods and materials located at the site.

PART IV — CONSUMERS

This Part applies only if the Client is a Consumer. It takes precedence over Parts I to III. Provisions in those Parts do not apply to Consumers insofar as they conflict with mandatory consumer law.

Article 29 — Price and payment

29.1 Prices for Consumers are stated inclusive of VAT.

29.2 The down payment never exceeds 50% of the price.

29.3 If the price increases within 3 months of the conclusion of the Agreement (article 4.5), the Consumer may dissolve the Agreement free of charge, regardless of the size of the increase.

29.4 If the Consumer fails to pay on time, it first receives a free reminder with a payment period of 14 days. Only thereafter does it owe statutory interest (article 6:119 Dutch Civil Code) and statutory collection costs.

29.5 Articles 8.7 (no suspension or set-off) and 8.8 (security) do not apply to Consumers.

Article 30 — Right of withdrawal

30.1 There is no right of withdrawal for Goods manufactured to the Consumer's specifications or clearly intended for the Consumer personally, even if the Agreement was concluded at a distance.

30.2 For other Agreements concluded at a distance or away from ShapeService's workshop, the statutory cooling-off period of 14 days applies. ShapeService informs the Consumer of this before the Agreement is concluded.

Article 31 — Delivery, risk and cancellation

31.1 Risk only passes to the Consumer when the Consumer, or a third party designated by the Consumer (other than the carrier), actually receives the Goods. Article 23.2 does not apply.

31.2 Upon cancellation by the Consumer, the Consumer never owes more than the price less the savings resulting for ShapeService from the cancellation.

Article 32 — Conformity, complaints and liability

32.1 The Consumer always has the rights granted by law if Goods do not conform to the Agreement. The warranty in article 27 is in addition to, and does not limit, those rights.

32.2 A Consumer's complaint is in any event timely if made within 2 months of discovering the defect. Articles 26.2 and 26.3 apply to Consumers only insofar as compatible with this.

32.3 The limitations and exclusions of liability in articles 11, 22 and 27 apply to Consumers only to the extent permitted by law. They do not apply to damage resulting from death or personal injury.

32.4 The lapse period in article 11.7 is without prejudice to statutory limitation periods applicable to Consumers.

Article 33 — Disputes

33.1 A Consumer may submit a dispute to the court that has jurisdiction by law. Article 16.2 does not apply to Consumers.

ANNEX 1 — ORDER SPECIFICATION

To be completed per Quotation. Anything not completed follows the default in the right-hand column.

Subject	Choice for this order	Default if not completed
Supplied documents and revisions	File names, revision, date received	—
File format	STEP / STL / OBJ / 3MF / other	Format specified by ShapeService (art. 7.1)
Design responsibility	A. Client / B. Joint (co-design)	A. Client (art. 18.1)
Number of design rounds	Number	As per Quotation; additional rounds are Additional Work (art. 17.1)
Intellectual property	Deviation from art. 19, if applicable	Art. 19
Printing method	Planar / non-planar / multiplanar	ShapeService's choice
Material and colour	Type, colour (RAL), fibre reinforcement	As per Quotation
Additives and properties	UV-resistant, fire class, other	None (art. 27.4)
Segmentation and assembly	A. By ShapeService / B. By Client	As per Quotation
Post-processing and finish	Raw / sanded / coated / face-milled / other	Raw print
Inserts and provisions	Press-in nuts, heat-set inserts, other	None
Dimensional tolerance	Value or reference to drawing	Art. 21.1
Critical dimensions	Dimension, tolerance, drawing number	None (art. 21.2)
Reference sample	Physical / digital / n/a	N/a
Prototype or Experimental Material	Which parts	None (art. 22.4)
Testing and certificates	Visual inspection / additional tests (cost borne by)	Visual inspection
Pricing method	Fixed price / Time and Materials with estimate	As per Quotation (art. 4.2)
Rates for Time and Materials and Additional Work	Engineering, workshop, machine hour	Art. 4.4
Failed prints	Number of attempts included	Art. 4.6
Payment	Instalments and milestones	50% on order, 50% on Notice of Readiness (art. 8.1)
Delivery time	Indicative / strict deadline	Indicative (art. 6.3)
Delivery term	EXW / FCA / DAP / DDP + place	EXW Nieuwendijk (art. 23.1)
Packaging	Standard / crates / tour packaging	Standard (art. 23.4)
Installation on site	Yes / no, description	No
Confidentiality and images	NDA (date) / postpone publication until	Art. 13 and 14
Warranty	Different period	6 months (art. 27.1)