




# 3D HUBS

3D Hubs B.V.

Frederiksplein 42  
1017 XN Amsterdam  
The Netherlands

Company Registration # 57883424  
ABN 62 590 654 285

Quote: 1SRT41PK

Bill to		Ship to		Quote Details	
Home User KENNETH PHANG Blk 13 Leedon Heights Dleedon 34-49 Singapore, Singapore 266224 Singapore bunnypppl@gmail.com +65 9145 0517		Home User KENNETH PHANG Blk 13 Leedon Heights Dleedon 34-49 Singapore, Singapore 266224 Singapore bunnypppl@gmail.com +65 9145 0517		Quote # 1SRT41PK Lead Time 4 Business Days Quote Date 2019-04-08 Expiry Date 2019-05-08	
				Secure Payment Link <div>Powered by </div> <a href="https://www.3dhubs.com/manufacture/payment/quote/2f40fa03-9a11-4156-a5bc-6d98a97ada47">https://www.3dhubs.com/manufacture/payment/quote/2f40fa03-9a11-4156-a5bc-6d98a97ada47</a>	
Description			Qty	Unit Price	Price
1	 <b>case top.STL</b> 95.0x12.0x60.0 mm	3D printing / FDM / Standard PLA / As machined (Ra 3.2µm, 126µin) / Red / 100µm / 100% infill	2	\$11.44	\$22.88
2	 <b>case v2.STL</b> 95.0x25.5x60.0 mm	3D printing / FDM / Standard PLA / As machined (Ra 3.2µm, 126µin) / White / 200µm / 100% infill	2	\$19.08	\$38.16
Shipping					\$0.00
			Subtotal		\$61.04
			GST Export supply		\$0.00
			Total		USD \$61.04

Signature:

KENNETH PHANG

By signing or submitting a payment, customer agrees to the specifications of the quote (#1SRT41PK) and the attached Terms & Conditions.

Payment Details

Secure Payment Link <https://www.3dhubs.com/manufacture/payment/quote/2f40fa03-9a11-4156-a5bc-6d98a97ada47>

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# 3D HUBS – GENERAL TERMS OF SALE

Version 1.1 – January 2019

These general terms of sale (the "**General Terms of Sale**") apply to any purchase of goods and services ("**Parts**") by a customer ("**You**") from 3D Hubs B.V., having its place of business at Frederiksplein 42, 1017 XN, Amsterdam, The Netherlands. ("**3D Hubs**").

## 1. General

- 1.1. By placing an Order with 3D Hubs for Parts (an "**Order**"), You accept and are bound to these General Terms of Sale. If You do not accept these General Terms of Sale, do not place an Order.
- 1.2. In the event of a conflict between provisions contained in the Order and these General Terms of Sale, the General Terms of Sale will prevail. No addition, alteration or substitution of these General Terms of Sale will bind 3D Hubs, even if included within an Order, unless explicitly accepted in writing by 3D Hubs, and no preprinted terms within an Order, will bind 3D Hubs. All of such nonbinding terms are hereby rejected by both parties.
- 1.3. When these Terms of Sale are used in a situation in which You are a consumer and not a professional customer, some terms and conditions will not apply to You. In this case these General Terms of Sale are applicable to the extent permitted by applicable consumer law; Your rights under these laws are not affected or limited by these General Terms of Sale. Because Your Orders are made to order, no right (statutory or otherwise) of withdrawal or cancellation applies.

## 2. Orders

- 2.1. You are responsible to ensure that all information provided in a quotation request or Order is accurate and complete and the specifications for Your Order are in accordance with any instructions of 3D Hubs and take into account all manufacturing and other limitations as specified by 3D Hubs on its website (<https://www.3dhubs.com/manufacturing-standards/>) or as otherwise made available to You.
- 2.2. Any Orders submitted by You are requests and do not bind 3D Hubs in any way. 3D Hubs is under no obligation to accept an Order and can reject any Order at its sole discretion before it has accepted the Order.
- 2.3. Any Order accepted by 3D Hubs constitutes a binding agreement between You and 3D Hubs of which these General Terms of Sale form part (the "**Agreement**"). Orders are deemed accepted by 3D Hubs only if confirmed by 3D Hubs in writing, or by 3D Hubs' fulfillment of the Order. 3D Hubs' failure to object to provisions contained in any Order shall not be construed as a waiver of these General Terms of Sale nor an acceptance of any such provisions. 3D Hubs may perform a credit check on You and require a prepayment by credit card or other assurance of payment prior to acceptance. Any Agreement is entered into by 3D Hubs on the condition precedent that there are sufficient resources available to 3D Hubs to complete Your Order within the stated timelines and that Your Order was not accepted on the basis of incorrect information, including but not limited to information regarding pricing and specifications. If this condition precedent is not met, 3D Hubs is entitled to reject or cancel Your Order, in which case 3D Hubs shall refund any payment already received.
- 2.4. 3D Hubs is permitted to apply limited deviations with regard to color, quantity, size, or (shore) hardness of Parts, unless 3D Hubs specifically agrees to the contrary in writing.
- 2.5. Any changes to an Order after it has been made is subject to 3D Hub's acceptance and may be subject to additional charges.
- 2.6. Once in production, as the Parts are produced for You based on Your specifications (made to order), it is not possible for You to cancel Your Order or terminate the Agreement.

## 3. Subcontracting

- 3.1. You understand and agree that 3D Hubs may use its worldwide vetted network of subcontractors to fulfil Your Order.
- 3.2. Orders may be delivered directly from a subcontractor of 3D Hubs to You and not via or through 3D Hubs. Therefore, it is of utmost importance that You inspect the Parts upon delivery and inform 3D Hubs in case of any discrepancies in accordance with sections 8.5 and 8.6.

## 4. Prices

- 4.1. All prices stated by 3D Hubs are exclusive of value added tax (VAT) or any other taxes, governmental fees, assessments or duties, unless expressly stated otherwise herein. You are responsible for all taxes associated with the Order (other than taxes based on 3D Hubs' income). Without limiting the foregoing, You shall be pay all applicable taxes that 3D Hubs charges You in addition to the prices quoted.
- 4.2. In the event of changes to cost price factors, 3D Hubs reserves the right to charge such costs to You.
- 4.3. If special packing or shipping instructions are agreed by 3D Hubs, You shall be liable for any additional charges incurred by 3D Hubs as a consequence thereof, as indicated by 3D Hubs.

## **5. Payment**

- 5.1. Unless prepayment is required, you must pay all invoices within 30 days from date of invoice.
- 5.2. 3D Hubs may invoice parts of an Order separately.
- 5.3. For all Orders that include tooling, 3D Hubs may require You to pay the cost of tooling upfront.
- 5.4. 3D Hubs may require an advance payment before it fulfils Your Order. 3D Hubs is not responsible for any delay in carrying out Your Order caused by Your delay in making payments.
- 5.5. The amounts due shall, unless otherwise agreed, be paid by credit card or bank transfer as indicated by 3D Hubs. All costs related to the method of payment shall be Your responsibility.
- 5.6. All amounts due under the Agreement to be paid by You to 3D Hubs shall be paid in full and without any deduction and You shall not be entitled to any right of setoff. 3D Hubs shall be entitled to setoff any amount due by 3D Hubs to You against amounts due by You to 3D Hubs.
- 5.7. If any amount due is not made when it becomes due and payable, a late payment interest of two percent (2%) per month, or the highest amount permitted by applicable law, whichever is less, shall be due and payable with respect to such amount to be calculated from the time such amount became due until the time such amount is paid in full.
- 5.8. In addition, 3D Hubs may, in the event of any overdue payment, suspend any delivery of Parts to You or prevent You from placing any future orders until all amounts due are paid.

## **6. Specifications of Parts and Tooling**

- 6.1. You are responsible for providing 3D Hubs with correct and complete 3D CAD data and/or 2D technical drawings to produce the Parts and tooling. All relevant files required for the production of Your Parts and tooling must be uploaded by You to the quote page or, in the event of a specific or special Order, provided to 3D Hubs in the agreed upon manner. 3D Hubs does not have an obligation to review any of the specifications, data or drawings You provide.
- 6.2. 3D Hubs uses the 3D CAD data and, 2D technical drawings as may be provided by You, to generate Parts and tooling. If 2D technical drawings are provided, 2D technical drawings will take precedence during production if these have been provided before we accepted Your Order or unless otherwise agreed. 3D Hubs is not responsible for discrepancies between 3D CAD data and technical drawings.
- 6.3. If an Order includes threads or specific tolerances it is Your responsibility to provide a technical drawing with the relevant specifications, to ensure to indicate this in the quotation request and to check if this is reflected correctly in the Order.
- 6.4. 3D Hubs will not be responsible for incorrectly designed Parts, Parts that do not assemble correctly, Parts with thick cross-sections that produce sink marks, warp, or incorrectly provided CAD data or technical drawings.
- 6.5. 3D Hubs rejects all responsibility for material selection and material suitability for Your application. 3D Hubs is not responsible for the fit or assembly of Parts unless specifically agreed upon in writing.

## **7. Tooling Ownership and Storage**

- 7.1. All custom tooling for Your Parts shall be Your property, however reusable proprietary components will remain the property of 3D Hubs. All custom tooling will remain at 3D Hubs' production facility.
- 7.2. As long as 3D Hubs is making Parts for You at 3D Hubs' production facilities, 3D Hubs will guarantee Your tooling for the agreed upon tool life (as stated in the Order). Notwithstanding Section 7.1 or Section 7.3, 3D Hubs will, in its sole discretion, repair or replace worn or damaged tooling at 3D Hubs' expense for the agreed upon tool life.
- 7.3. After a two-year period of inactivity of the tooling, 3D Hubs may destroy the tooling, in its sole discretion.

## **8. Delivery, Inspection, Acceptance, Complaints and Retention of Title**

- 8.1. Unless otherwise specified by 3D Hubs, all Parts will be delivered DDP (Delivery Duty Paid, as defined in the Incoterms 2010).
- 8.2. Shipments are sent by the commercial carrier selected by 3D Hubs. 3D Hubs will pre-pay and add delivery costs to the invoice as a convenience and courtesy.
- 8.3. 3D Hubs will use commercially reasonable efforts to ship an Order on the agreed upon dates, however shipping or delivery dates are estimates only. 3D Hubs accepts no liability for delays in the delivery or shipment of Orders and 3D Hubs' failure to meet a shipping date or delivery period shall not constitute a breach of the Agreement.
- 8.4. 3D Hubs shall be entitled to suspend its delivery obligations under the Agreement in the event there are, in 3D Hubs' sole discretion, reasonable and objective grounds to doubt whether You are able or willing to fully and timely fulfil Your payment obligations or whether You fully comply with the other terms and conditions of these General Terms of Sale.
- 8.5. You must inspect the Parts immediately upon receipt and notify 3D Hubs within five (5) working days of the date of delivery of the Parts, in writing, if You believe any part of an Order is missing, defective, wrong or damaged. Unless You have so notified 3D Hubs, specifying

the nature of what is missing, wrong, or damaged within five (5) working days of delivery, the Parts will be deemed accepted, non-returnable and non-refundable.

- 8.6. If after receiving Your Order You alter the Parts in any way without the prior written consent thereto of 3D Hubs, the Parts will be deemed accepted, non-returnable and non-refundable.
- 8.7. If You want to return defective, wrong or damaged Parts, You must comply with Section 8.5 and You must return these to 3D Hubs within ten (10) working days from the time the Order was delivered, unless otherwise agreed in writing by 3D Hubs. Any Parts that You return to 3D Hubs after the expiry of this period will not be processed or refunded.
- 8.8. 3D Hubs shall retain the ownership to the Parts until You have paid all amounts related to the delivered Parts in full, including any interests, collection costs or other amounts due with respect to such Parts, at which time title to the Parts will pass to you.

## **9. Intellectual property rights**

By placing an Order, You grant 3D Hubs a non-exclusive, royalty-free, fully paid up, worldwide, transferable and sub-licensable license to use, copy, modify, distribute and display the data (including 3D CAD Data), documentation, drawings and specifications You provide for manufacturing the Parts (1) as necessary to produce, ship and sell the Parts to You and (2) to improve our products and services.

## **10. Your representations**

- 10.1. You represent and warrant that (i) You have the full right and authority to provide us with all data (including 3D CAD data), documentation, drawings and specifications, and (ii) You are authorized to grant the license referred to in Section 9, and (iii) the Order, and the production, shipping, sale and use of the Parts or tooling by us, does not (a) violate, misappropriate or infringe any intellectual party rights (including but not limited to any copyright, patent, design right, trademark, trade secret or any other proprietary rights) of any third party rights or (b) violate any applicable laws.
- 10.2. You represent and warrant that You are authorized to place the Order and that You are able to conclude legally binding agreements. Orders on 3D Hubs can only be placed by individuals who are 18 years or older who can form legally binding contracts under applicable law.
- 10.3. Without limiting Your representations and warranties in Section 10.2, You further represent and warrant that (i) Your Order does not contain any parts of firearms or other weapons, and that Your Order, and (ii) the production, shipping, sale and use of the Parts or tooling by us in response to Your Order, does not violate any export control laws or regulations, and (iii) Your Order does not contain any critical (functional) parts for aerospace, watercraft, offshore, automotive and or medical applications.

## **11. Force Majeure**

- 11.1. 3D Hubs shall not be responsible for any delay or failure in delivery or performance of any of its duties under the Agreement due to events beyond its reasonable control or acts or omissions or any other occurrence commonly known as force majeure, including but not limited to war, riots, acts of terrorism, acts of God, nature disasters, embargoes, strikes, or other concerted acts of workers, casualties or accidents, failure by any 3D Hubs' supplier to meet their obligations or any other causes or circumstances that prevent or hinder the manufacture or delivery of the Parts.
- 11.2. 3D Hubs may suspend performance under the Agreement for so long as such performance is delayed by such occurrence or cancel the Order at its sole discretion, in which case 3D Hubs is not liable for any resulting damages.
- 11.3. Nothing in this Section 11 will excuse You from Your payment obligations for amounts due and payable under the Agreement.

## **12. DISCLAIMER OF WARRANTIES**

THE PARTS AND TOOLING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER STATUTORY OR CONTRACTUAL, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OF SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **13. LIMITATION OF LIABILITY**

- 13.1. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, 3D HUBS DOES NOT ACCEPT LIABILITY FOR PARTS NOT BEING AVAILABLE FOR USE, OR FOR LOST REVENUE OR PROFITS OR LOSS OF BUSINESS OR OTHER ECONOMIC LOSS.
- 13.2. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, 3D HUBS WILL NOT BE LIABLE UNDER ANY LEGAL THEORY OR FORM OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO

PARTS, TOOLING, ORDERS, DELIVERY, OR OTHERWISE RELATING THESE GENERAL TERMS OF SALE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR FOR ANY CLAIM BY ANY THIRD PARTY.

- 13.3. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL 3D HUBS' TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO PARTS, ORDERS, TOOLING, OR OTHERWISE RELATING TO THESE GENERAL TERMS, EXCEED THE AMOUNTS PAID BY YOU TO 3D HUBS UNDER THE ORDER UNDER WHICH THE LIABILITY AROSE.
- 13.4. NOTHING IN THESE GENERAL TERMS OF SALE OR THE AGREEMENT IS INTENDED TO LIMIT OR EXCLUDE 3D HUBS' LIABILITY FOR DAMAGES CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF 3D HUBS.
- 13.5. Because some jurisdictions limit or do not allow certain exclusions or limitations of warranties or liability, Sections 12 and/or 13 may not partially or entirely apply to You. To the extent that any such limitation or exclusion of liability or warranty is circumscribed, it shall be limited to the least extent possible under applicable law.

#### **14. Indemnification**

- 14.1. You agree to indemnify and hold harmless 3D Hubs and its affiliates and their respective employees, agents, representatives and (sub)contractors from and against any and all loss, liability, penalty, third party claims, damages, costs and other expenses (including reasonable attorneys' fees and court costs and litigation expenses) arising out of or relating to:
- i. a breach of the Agreement (including these General Terms of Sale) by You;
  - ii. any acts or omissions by You relating to our performance under the Agreement;
  - iii. any and all use, distribution and/or sale of Parts; and
  - iv. and any claim of third parties (including government authorities) arising out of the Agreement or the production, shipping or sale of the Parts and/or your 3D CAD data and/or 2D technical drawings, including but not limited to a claim that the use of such data and technical drawings and/or the production, shipping or sale of Parts violates any applicable law or the intellectual property or other rights of a third party.
- 14.2. You will, if instructed by us, defend us from any third party claim covered by the foregoing indemnity ("Third Party Claim"), at your expense, using counsel reasonably acceptable to us. You will not consent to any settlement or judgment of any Third Party Claim without our prior written consent. We may participate in the defense of any Third Party Claim with our own counsel at our own expense.

#### **15. Confidentiality**

- 15.1. 3D Hubs shall not disclose, and shall procure that its employees and (sub)contractors shall not disclose, any data (including 3D CAD data), documentation, drawings and specifications provided by You, other than as reasonably necessary to carry out the Agreement. This restriction will not apply in the event of a legal obligation or duty to disclose the information, or when the information is or becomes (publicly) known or is independently developed by 3D Hubs, its employees or its contractors without the use of such information, or if the information is disclosed to 3D Hubs by a third party.
- 15.2. You are not allowed to use 3D Hubs trademarks, trade names or any other indications in relation to the Parts, or to publicly make any reference to 3D Hubs, whether in press releases, advertisements, sales literature or otherwise, except with 3D Hubs prior written consent.

#### **16. Termination**

- 16.1. Without prejudice to any other rights 3D Hubs may have under these General Terms of Sale or the applicable laws, 3D Hubs has the right to immediately terminate the Agreement in whole or in part upon written notice if:
- i. You are declared bankrupt, are granted a (temporary) moratorium on payment of Your debts, if You have filed a petition for bankruptcy or if a receiver is appointed for You,
  - ii. if You go into liquidation or there is a threat of suspension of payments,
  - iii. if You cease, or threaten to cease, to carry on Your business, or
  - iv. if You breach these General Terms of Sale.
- 16.2. Upon termination pursuant to Section 16.1, 3D Hubs shall not have an obligation to deliver the Parts and such termination will not lead to any obligation to undo (in Dutch: "ongedaanmakingsverbintenissen") for 3D Hubs. Any amounts that You paid 3D Hubs are nonrefundable, and any amounts that You still owe 3D Hubs under the Agreement become immediately due and payable in full.
- 16.3. Except as otherwise expressly provided in these General Terms of Sale You are not entitled to terminate the Agreement.

#### **17. Miscellaneous**

- 17.1. The provisions of the Agreement shall be severable, and in the event that any provision of the Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision of the Agreement.
- 17.2. The failure of a party to exercise or enforce any right under the Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of that right at any time thereafter.

- 17.3. the Agreement is binding upon the parties' successors, heirs and assigns.
- 17.4. Notices. All notices sent under this Agreement shall be in writing and delivered by prepaid commercial courier. Notices to 3D Hubs shall be sent to 3D Hubs B.V. Frederiksplein 42, 1017 XN, Amsterdam, The Netherlands, and notices to You shall be sent to the contact person provided by You in Your Order. Notices are deemed delivered upon receipt.
- 17.5. The Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all previous agreements, arrangements and undertakings between the parties with respect to that subject matter (including but not limited to provisions in Your Order that are rejected).
- 17.6. All provisions within the Agreement including these General Terms of Sale which by their nature are intended, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Your payment obligations and Sections 7, 9, 10, 12, 13, 14, 15, 17 and 18 shall survive.
- 17.7. The Agreement including these General Terms of Sale may not be modified except by written agreement signed by both parties, except that 3D Hubs reserves the right to change these General Terms of Sale at any time, in which case the amended General Terms of Sale will apply to any Orders placed after the new General Terms of Sale enter into effect.
- 17.8. Information about how we process Your personal data is provided in our privacy policy (<https://www.3dhubs.com/privacy-policy/>) ("Privacy Policy").
- 17.9. The parties' relationship is solely that of independent contractors, and neither party, nor its employees, agents or representatives shall be considered employees, agents, partners, franchisees, owners, joint venturers or representatives of the other party.

## **18. Governing Law and Exclusive Forum**

- 18.1. These General Terms of Sale, the Agreement, the relationship between the parties and any dispute connected thereto is construed under and shall be governed by the laws of the Netherlands. The applicability of the UN Convention on the International Sale of Goods is excluded.
- 18.2. Any dispute, claim or cause of action arising out of or in connection to an Agreement, these General Terms of Sale or the relationship between 3D Hubs and You, on any basis whatsoever, shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands.

PLEASE PRINT THESE GENERAL TERMS OF SALE FOR YOUR FILES.