

## **Terms and Conditions**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing United States Law Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

### **Confidentiality**

Client records are regarded as confidential and therefore will not be divulged to any third party, other than our manufacturer/supplier(s) and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

### **1. Vetted Tech's Services**

The Vetted Tech's Services are made up of different services provided through the Website and our in-person consultations

If you want to turn your Idea into reality, you can place an order with us and we will manufacture it for you at your direction. At a charge of a service price and price for the substance used for the 3D Model, we manufacture the 3D Model for you (i.e., print it with 3D printing technology) in our materials and ship it to you.

## **2. Account Terms**

You represent and warrant that you are at least 18 years of age to use this Service. If you are under 18 years of age, you may use vetted3d.com only with involvement of a parent or guardian. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms and Conditions are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms and Conditions or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

To use some Services, you must register for an account on the Services (an “Account”). You must provide current, accurate identification, contact, and other information that may be required as part of the Account registration process and/or continued use of the Service, and you must keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are responsible for maintaining the confidentiality of your Service password and Account, and are solely responsible for all activities that occur on your Account. You must notify us immediately of any change in your eligibility to use the Services, breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. We will not be liable for any loss or damage from your failure to maintain the security of your Account and password. We reserve the right to refuse service to or terminate service of anyone at any time without notice for any reason. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

## **3. Ordering**

(a) Placing an order. To order the 3D Model you designed or another 3D Model you found through our Services, you request a quote through this website, our website or in person. Vetted Tech will evaluate and recommend a material and printing method. You will receive a quote for production. As the next step, we ask you to provide us with information we need for the delivery of the 3D Model. Finally you will be prompted for information required to initiate the payment. Depending on the payment method you select you may be redirected to a third party payment provider website. Please be informed that the language to be used during the whole ordering process is English.

(b) Unacceptable orders, cancellation of orders by us. In case we cancel your partial or entire order, we will contact you via email and, except in cases of fraud or other violations of our policies, issue you a full refund for the cancelled item(s).

(c) Prices. The prices displayed on the Website are only indications and are valid only for the moment that they are displayed. Vetted Tech reserves the right to change its prices on the website at any time without prior notice to you. Such change however will have no effect on

orders completed before the posting of a new price on the website. We do our best to prevent errors in the pricing. However, should an error occur, we are not bound by our offer and may cancel the order. In the event of an error, any monies paid related to that order will be refunded to you.

(d) Payment and price. The amount indicated on the ordering page includes the fee for the service (such as printing and packing the model), the price for the materials used to produce the 3D Model. The price quoted on the Website may include shipping costs, sales tax (if applicable) but excludes any import duty or taxes (if applicable). Vetted Tech offers estimated currency conversions as a courtesy to users. These estimates are not guaranteed and may not reflect actual currency conversation rates. If you pay in a currency that is different from the denominated currency of your payment method (which is probably the case if your bank or credit card account is not denominated in U.S. Dollars or Euros), your payment company (such as your credit or bank card issuer) or third-party payment processor may apply a currency conversion rate or fees to your payment. Please contact your provider for information about these fees. These fees are not controlled by or known to Vetted Tech.

Returned checks will incur a \$25 charge to cover banking fees and administrative costs. In an instance of a second Returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

Cash or Personal Checks with Bankers Card, all major Credit/Debit Cards, Bankers Draft ACH transfer or company purchase order are all acceptable methods of payment. Our Terms are payment in full prior to providing service unless payment is by company purchase order. All goods remain the property of the Company until paid for in full. Monies that remain outstanding by the due date will incur late payment interest at the rate of 2% above the prevailing U.S. Bank base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$3,000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

You can initiate your payment for your order via company purchase order, credit card or bank transfer. In case you choose to pay by bank transfer you will receive the payment instructions via email from Vetted Tech after confirmation of your order.

For orders paid for via credit card Vetted Tech will begin production after authorizing and holding payment. For orders paid for via bank transfer, Vetted Tech will begin production after the funds arrive in the Vetted Tech bank account.

(e) Acceptance After accepting your order we will send you an order confirmation by e-mail to the address associated with your Vetted Tech Account. The order confirmation will be effective as of the date on which the order confirmation is sent to you. If we cannot accept your order we

will contact you by email. You should verify the details in the confirmation email. If there are errors you should contact us as soon as possible by sending an email to customer service.

(f) Order Tracking Through the Website or – if you choose so – via e-mail notifications, you can track the status of your order e.g. accepted order, produced, dispatched, delivered etc.

(g) Shipping Your order will be delivered to your shipping address. We deliver to multiple countries. You can only select those countries as your shipping address during the ordering process. We will use our commercially reasonable efforts to ship the 3D Model to the shipping address within the delivery time indicated in our confirmation email; nevertheless, depending on your shipping address it may take longer time. Any shipping and delivery dates given by us are only best estimates and we are not liable for any damage or cost caused by delay in shipping or delivery. Title and risk of loss is transferred to you upon transfer of the goods from Veted Tech's to the shipment carrier (FOB Shipping Point, EX Works).

(h) Cancellation of your order, return of 3D Models. Due to the personalized nature of our Services (i.e. the 3D Model is supplied by us based on your specifications), you cannot cancel your order after it goes into production. If production has not begun - minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to charge \$30 to cover any subsequent administrative expenses.

(i) Content Policy violations. If we determine that your model violates our Content Policy prior to printing, we will refuse to print the model and issue a refund. If we determine that your model violates our Content Policy after it has been printed, we will not ship the model and may not issue you a full refund.

#### 4. Warranty; Disclaimer.

Veted Tech warrants only that the model manufactured by us will substantially meet the features of the indicated 3D Model within the limitations of the 3D printing technology. You maintain sole legal responsibility for the design specifications and performance of the 3D Model that is the subject of this transaction. Veted Tech does not give any warranty about the 3D Models themselves and does not guarantee that the 3D Model will be fit for any particular purposes. Please inspect the 3D Model upon receipt immediately. If the 3D Model is faulty when you received it and you believe you are entitled to a replacement in accordance with the warranty above, please contact us within 10 days after receipt of the 3D Model. Such warranty claim can be made only within 10 days after receipt of the model by you. Do not return the 3D Model unless we require you to do so. We reserve the right to condition any replacement or refund on the return of the 3D Model. We will confirm whether you are entitled to a replacement or refund. We reserve the right to condition your receipt of a replacement or refund on you providing us with photographs that we deem necessary to evaluate your claim. Transportation costs in respect of a faulty product will be borne by us. If we do not receive any notice within the provided 10 days we will assume the 3D Model meets your specifications and performance requirements.

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding: (a) which users gain access to the Services; (b) what content you access via the Services; or (c) how you may interpret or use the content.

You release us from all liability for you having acquired or not acquired content through the Services. We make no representations concerning any content (including without limitation 3D Models) contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content (including without limitation 3D Models) contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

PLEASE NOTE THAT, UNLESS OTHERWISE STATED IN THE DESCRIPTION FOR A SPECIFIC MATERIAL, THE MATERIALS WE USE FOR MANUFACTURING THE 3D MODELS MAKE THE 3D MODELS SUITABLE ONLY FOR DECORATIVE PURPOSES AND THEY ARE NOT SUITED FOR ANY OTHER PURPOSE. THE 3D MODELS ARE NOT SUITED TO BE USED AS TOYS, OR TO BE GIVEN TO CHILDREN. THE 3D MODELS SHOULD NOT COME IN CONTACT WITH ELECTRICITY OR FOOD OR LIQUIDS AND SHOULD BE KEPT AWAY FROM HEAT.

#### Disclaimer

#### Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company: excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer

software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

#### Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

#### Availability

Unless otherwise stated, the services featured on this website are only available within the United States. All advertising is intended solely for the United States market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

#### Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

#### Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our contact us page on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

This company is registered in the State of Michigan and registered with the Federal Government.

#### Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

## Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## General

The laws of the United States and the State of New York govern these terms and conditions. By accessing this website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the American courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

## Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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