

MODELWISE

Business conditions for custom

services and production

These terms explain how a ModelWise order is created, how a design works, prototyping and custom manufacturing and what rights and obligations the customer and supplier have.

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1 Scope and basic concepts

These terms and conditions govern the relationship between Sappun s. r. o., which operates the brand ModelWise, and customers in 3D modeling, technical design, prototyping, 3D printing, small series or other custom production and related services.

The customer can be a consumer or an entrepreneur. A consumer is a natural person who, when concluding and fulfilling

the contract does not act as part of a business activity or profession. Provisions intended for consumers to they will not use entrepreneurs.

Individual offer, order, technical specification and approvals recorded in e-mail or otherwise demonstrable communication channel have priority over these conditions if they explicitly regulate a specific one question differently and the legal regulations allow such an agreement.

2 Demand and individual offer

Sending a form, e-mail or documents is a non-binding inquiry. Nor does it create an order by itself the obligation of ModelWise to accept the order.

ModelWise may request addition of dimensions, function, material, tolerances, quantity, term, method of use and other technical data. Preliminary estimates are not the final price unless are expressly marked as a binding offer.

As a rule, an individual offer will determine the subject of the order, the price or the method of its calculation, schedule, payment

milestones, scope of modifications, method of delivery and period of validity of the offer. The price is given with or without VAT according to markings in the menu.

3 Conclusion of the contract and registration of the order

The contract is created by confirmation of the individual offer by the customer in the manner specified in the offer, especially by reply

by e-mail, by signing the order or by paying the designated advance invoice. ModelWise subsequently the order will register in its internal records.

Internal records are used by ModelWise for an overview of inquiries and orders. May contain contact information, description

request, technical documents, links to attachments, offers, communication, deadlines, invoices, payments, order status,

complaints and delivery. The customer does not have a user account or direct access to this record.

If the individual reports or documents differ, the last one verifiable by both parties is decisive the confirmed version of the offer, entry or change.

4 Price and payment terms

The price and payment milestones are determined in the individual offer. ModelWise may require one or more advance payments. Work on the relevant stage will begin after payment has been credited, unless the offer specifies otherwise.

Additional work outside the approved assignment, further rounds of adjustments, repeated production after a change of assignment, special

materials, express delivery and shipping are charged only after the price or the method of its calculation is communicated to the customer.

Invoices are delivered electronically to the e-mail address specified in the inquiry or order, unless the parties agree otherwise.

5 Customer cooperation

The customer will provide true, complete and usable documents and will respond to questions and comments in a reasonable time

and requests for approval. Responsible for the accuracy of dimensions, functional requirements, quantities and data that

supplied or approved.

The customer can only provide files, images, logos and other materials to which he has the necessary rights. It fits

for the claims of third parties arising from the fact that he provided the material without authorization.

If the customer does not provide the necessary cooperation, the deadlines are moved accordingly. ModelWise may interrupt work,

until the assignment is sufficient to continue safely and professionally.

6 Drafts, versions and approval

ModelWise submits proposals in the scope and format specified in the offer. It determines the number of included adjustment rounds

offer. Further or fundamental changes are considered a change of assignment and may affect both the price and the deadline.

The customer will check each version of the design, especially the dimensions, interfaces, texts, orientation, location of holes,

compatibility and intended use. By e-mail approval or other agreed demonstrable method

confirms that the given version can proceed to the next stage.

After the approval of the proposal, the customer is responsible for the changes that he requests additionally.

Rework cost, new

prototype or repeat production will be agreed upon before proceeding.

7 Technical characteristics, prototype and production

3D printing and custom manufacturing have technological limitations. Reasonable deviations of the surface, color, layering,

dimensions or structure that correspond to the approved technology and the agreed tolerance are not a defect.

The prototype serves to verify the properties listed in the offer. If certification was not expressly agreed or

the test, prototype or product are not considered to be certified for safety, health, food, pressure,

carrier or otherwise regulated product.

The customer announces the intended environment and method of use. ModelWise is not responsible for use in conditions,

which were not part of the assignment, nor for modifications of the product made without his consent.

8 Intellectual property and working files

The rights to the customer's documents remain with the customer or their owner. Customer provides ModelWise authorization to use them to the extent necessary to prepare the offer and fulfill the order.

If the offer does not specify otherwise, the price of the product or proposal does not include the transfer of copyright, ownership of work

CAD files, manufacturing processes, libraries, templates or general ModelWise know-how. Scope of the license or uploading source files must be listed in the menu.

ModelWise may use general technical experience gained during the engagement, but may not without legal basis to publish confidential documents or personal data of the customer. Publication of the project in the portfolio requires

customer consent if the project or customer can be identified.

9 Delivery and collection

The method, place and expected date of delivery are determined by the offer. The deadline may change when the assignment changes,

delayed payment or approval, unavailability of material, failure of technology or other obstacle which

ModelWise could not reasonably influence. ModelWise informs the customer about a significant shift.

Upon receipt, the customer checks the number of pieces and obvious damage to the shipment. Damaged packaging or shipment

will document and immediately notify the carrier and ModelWise. This does not limit legal rights consumer.

10 Defects and complaints

ModelWise is responsible for ensuring that the delivered performance corresponds to the approved offer, assignment and legal

by regulation. Consumer rights from liability for defects are mainly governed by the Civil Code. Rights

of the entrepreneur are governed by the agreement and the Commercial Code.

Complaints can be submitted to info@modelwise.sk or to the address of the headquarters. The customer states the order number, description defects, the time of their detection and, if possible, attach photos or measurements. ModelWise will acknowledge receipt and notify others procedure.

A feature resulting from an approved design, incorrect customer documentation, is not considered a defect. normal wear and tear, inappropriate storage, use outside the scope of the contract or interference by a third party.

11 Withdrawal of the consumer

In the case of a contract concluded remotely or off-premises, the consumer has the right to withdraw in accordance with the law period, if the law does not provide for an exception. Detailed instructions and a sample form are attached. The consumer does not have the right to withdraw from the contract, the subject of which is the delivery of a product manufactured according to it specifications or a custom-made product. This exception applies only to truly individualized fulfillment.

If the consumer requests the service to start before the withdrawal period, ModelWise will request it express consent and instruction on consequences. In case of withdrawal before the service is fully provided, the consumer will pay a proportional price for the actual performance provided, if the legal conditions are met.

12 Changes and termination of the contract

The change of assignment will be confirmed by the parties by e-mail or other agreed demonstrable method. ModelWise pre by continuation, it will announce the effect of the change on the price and term, if it can be reasonably determined.

If the customer cancels the order outside of the legal withdrawal of the consumer, he will pay for the work already performed, ordered material, non-refundable costs and other services according to the confirmed offer. The unused part of the received payment will be returned after billed.

ModelWise may withdraw from the contract or terminate it if the customer materially breaches its obligations, does not pay the due payment even in the additional period, does not provide the necessary cooperation or demands illegal or dangerous filling.

13 Data protection and confidentiality

Personal data is processed according to a separate ModelWise Personal Data Protection document. technical, business or other documents marked as confidential or apparently confidential will be used by the parties only for the purposes of the contract,

unless the law or agreement stipulates otherwise.

14 Alternative dispute resolution

The consumer can ask ModelWise for correction at info@modelwise.sk. If ModelWise rejects the request or does not respond to it within the legal deadline, the consumer can submit a proposal to the relevant entity for an alternative solution

disputes. The residual entity is the Slovak Trade Inspection. Current information is available at www.soi.sk.

15 Final provisions

Legal relations are governed by the law of the Slovak Republic, especially the Civil Code, the Commercial Code the Code, Act No. 108/2024 Coll. on consumer protection, Act no. 22/2004 Coll. about electronic trade and Act no. 391/2015 Coll. on alternative resolution of consumer disputes. It must not be a choice of law the consumer deprived of the protection provided by mandatory regulations.

If any provision is invalid or unenforceable, the other provisions shall remain in effect. ModelWise can change the conditions for future orders; the version effective at the time of its conclusion shall be used for an already concluded order, if unless the parties agree otherwise.

APPENDIX

Instruction and sample form on
resignation

This appendix applies only to the consumer and only in cases where the law the right to
he admits the resignation.

A lesson

The consumer can withdraw from the contract concluded remotely without giving a reason within 14 days. In the
service period

flows from the conclusion of the contract; in the case of goods, as a rule, from their receipt. To keep the
deadline, just send

unequivocal notification no later than the last day of the deadline to the address Sappun s. r. o., Pod vršek 20,

900 31

Stupava or at info@modelwise.sk.

After a valid withdrawal, ModelWise will return the received payments within the legal period, generally in the
same way as

consumer used. In the case of goods, the refund may be withheld until the consumer delivers the goods or
proves them

sending. Reimbursement of shipping costs is limited to the cost of the cheapest common method of delivery,
which ModelWise offered.

If the consumer returns the goods, he sends them no later than 14 days after withdrawal and bears the direct
costs of the return, if

ModelWise has not announced otherwise. The consumer is responsible for the reduction in value caused by
handling beyond the scope

necessary to determine the properties and functionality of the goods.

If the consumer has explicitly requested the start of the service before the expiry of the period and then validly withdraws before it

complete provision, will pay a proportional price for the performance provided until then, if the legal conditions are met.

The right of withdrawal does not apply in particular for a product manufactured according to the consumer's specifications or to measure a

after the full provision of the service, if the service began with the express consent of the consumer and the consumer was properly

educated.

Sample form

Addressee: Sappun s. r. o., Pod vršek 20, 900 31 Stupava, info@modelwise.sk

I hereby announce that I withdraw from the contract for the following performance:

Contract or order number:

Date of conclusion of contract or takeover:

Name and surname of the consumer:

Address of the consumer:

Email or phone:

Date:

Signature, if the form is sent in paper form:
