

## I. General Rules

These terms and conditions respect the legislation in force and establish a binding contract between the users and the operator of this website, BEEVC – Electronic Systems, Lda., hereafter called **BEEVERYCREATIVE**.

Herein defined are the conditions our products and services are subject to which impose terms and limitations to their use and purchase.

By using this website (www.beeverycreative.com) you acknowledge that you have read, understood and agreed to the Terms and Conditions stated here, and to any changes or amendments to the present version. If you do not agree with these Terms and Conditions, you should not use the services featured in this website.

If you disagree with any of the terms, please do not use this website.

**BEEVERYCREATIVE** recommends that you print or download these Terms and Conditions for future reference. You should also review the most recent version of these Terms and Conditions regularly as **BEEVERYCREATIVE** may change them, unilaterally, at any time. In order to create your user account, you must have Internet access and a valid e-mail address that will allow you to access the service and receive communications and documents electronically. These Terms and Conditions apply to all users.

## II. Site contents

The materials made available on this site are provided “as is” without warranties of any kind, either express or implied, including but not limited to all implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. We do not warrant that the materials will be error free, nor free of viruses, defamatory, offensive, or other harmful matter. This site may also include content with technical inaccuracies or typographical errors that will be corrected as they are discovered at **BEEVERYCREATIVE**’s discretion.

## III. Commercial Terms

### Products and Services

The technical features of the products for sale on the BEEVERYCREATIVE website are available on the website.

The functioning of the printers sold in our portal is optimized for the filament sold in our portal. The purpose of this information is to ensure the quality of your 3D prints.

### Orders

1) “Add to basket” and Placing an order “Checkout”

Scrolling the page you can choose products and place them into the shopping basket by using the “Add to basket ” button. By using the “ Checkout ” button, it’s initiated a binding purchase request for the goods placed in the shopping basket. You will need to provide a valid billing/shipping address. Before

sending the order, you can change and check the data at any moment. The request can be placed and sent only if you click in the " I have read and agree to the website terms and conditions " button to express your agreement with these contractual terms. You will then be automatically redirected to our payment processor's website and proceed with the available payment methods.

## 2) BEEVERYCREATIVE order cancellation

If the product or service is available on the website, the rule is that it can be sold or provided. However, due to technical or other reasons, BEEVERYCREATIVE may not accept or cancel your order during the order process or even after it has been accepted. If we cancel your order, we will get in touch with you via e-mail and proceed to the reimbursement of your payment, when applicable.

## 3) Prices and shipping costs

The prices listed on the website are valid for that purchase only. The applicable shipping and delivery cost, transport insurance and taxes and other charges are included after you add the products into the shopping basket.

BEEVERYCREATIVE reserves the right to change the prices without notice. Such change, however, will not be reflected on the price of orders placed before a new price was published on the website. All prices are expressed in Euros (€).

The prices listed on the website for each product and service are ruled by the terms in the following table:

PRODUCT/SERVICE	INCLUDED	EXCLUDED
PRINTER	> 3D Printer > Essential accessories for its use > Printing software > 1 filament spool in the customer's choice of color (from a range of pre-selected colors)	Shipping and delivery costs; Transport insurance; Taxes and other charges
Filament	1 filament spool properly wrapped and packaged.	Shipping and delivery costs; Transport insurance; Taxes and other charges
3D Models	Download of the file matching the intended 3D model.	Taxes and other charges

## 4) Payment

a) You can pay in advance, by credit card (MasterCard, Visa) or via PayPal, or Direct bank Transfer.

b) You can change the payment method chosen in its user account at any

time.

c) The purchase price is due immediately after the order is concluded.

BEEVERYCREATIVE will not be responsible for the payment process, so please be careful to familiarize yourself with the terms of use of those services. We will only ship the products after receiving payment confirmation.

5) Order acceptance

After accepting your order, we will send an order confirmation e-mail to the e-mail address associated with your BEEVERYCREATIVE account. Your order will be considered as placed from that moment on. If we are unable to accept your order, we will get in touch with you. You should verify the order details in the confirmation e-mail and, should there be any errors, contact our customer service department immediately, making sure you indicate what needs to be corrected.

6) Tracking your order

BEEVERYCREATIVE will keep you informed of the status of your order until it is shipped.

7) Shipping

The order will be sent to your shipping address. Please note that the estimated shipping and delivery dates displayed are merely indicative and BEEVERYCREATIVE will not be responsible for any damage or cost caused by an eventual delay in shipping or delivery. The risk of loss or damage is transferred at the moment of shipping to the shipping company in charge of transporting the goods.

Responsibility for transport risk is transferred to the shipping company once BEEVERYCREATIVE hands them the goods. For that reason, any damage claim for damages to the goods as a result of their transport should be made by you directly against the shipping company.

8) Order cancellation

BEEVERYCREATIVE will not accept the cancellation of orders once the payment process has been completed.

Since this constitutes a distance contract, you can use your right of free termination within 14 days from date of delivery, unless the product was manufactured according to your specifications or custom-made for you. That right should be exercised by you, by sending a registered letter, with an acknowledgement of receipt, indicating you wish to terminate the contract. In this case, you must return the product in perfect conditions within 30 days from the date of delivery, and you will bear the costs of return shipment.

9) Return policy

BEEVERYCREATIVE accepts returns within the legal return period. You will have to return the item unused and in its original packaging, undamaged. We will only refund the amount paid after having assessed the return conditions and within the legal return period. You will be responsible for any return shipping expenses.

### **Warranty**

The warranty period by its first end user has a duration of two years, for the products totally assembled by BEEVERYCREATIVE, when the buyer is an end-

user, and 1 year of warranty when the buyer is a collective entity or an individual in the exercise of his or her professional activity, and for a period of six months for the components sold separately and assembled by the client (except if there are different mandatory provisions required by the legislation applicable to the sale of the product).

The Warranty period will not be increased or renewed if there is a subsequent resale, repair or replacement of the product authorized by BEEVERYCREATIVE. However, the parts repaired or the replacement products supplied during the Warranty Period will be guaranteed during the rest of the original Warranty Period or during six months, counting from the date of repair or replacement, applying the superior date (except if there are different mandatory provisions required by the legislation applicable to the sale of the product).

Coverage/Repair/Replacement under warranty. The warranty for all our products covers all material defects, design and manufacture, including defects resulted from wear out of the products due to normal use. The solution of the defect/damage/malfunction will be solved through repair or replacement of the product or part, as BEEVERYCREATIVE understands to be the most adequate and within a reasonable deadline. By repairing or replacing the products, BEEVERYCREATIVE may use new products or parts that are equivalent to new or refurbished ones. All products and components replaced under warranty are BEEVERYCREATIVE's property.

How to enable warranty. After acknowledging the defect, the client has a 2 month deadline to communicate the existing issue to BEEVERYCREATIVE. And for that the client must give specific information such as the description of the malfunction, photographs or videos. The client should also send a digital copy of the invoice issued at the time of purchase, clearly indicating the name and address of the seller, date and place of purchase, kind of product and serial number. This warranty can be voided if the client manipulates the invoice data, receipt or waybill.

Exclusion of the Warranty. This warranty specifically excludes the following cases:

- Damages or malfunctions resulting from non-usage of the instructions manual, settings, contents, data or connection of third parties, included or downloaded to the product, (during installation, assembly, shipment or at any other moment of the delivery chain or acquired in any other way by the user)
- Damages or malfunctions caused by unrelated reasons to the manufacture of the product, for example, power outages and electrical overloads, etc.
- Personal damage and/or materials resulting of the user's noncompliance of rules and instructions given by BEEVERYCREATIVE for the installation, use, maintenance or transport (for example, not using the original packaging or an improper packing).
- Damages and malfunctions of the product resulting of: misuse of the product, falls, fraud or user's negligence, including using the product for different purposes other than the product's specifications; repair attempts made by parties that are not authorized by BEEVERYCREATIVE; accidents, natural disasters, humidity exposure, atmospheric or extreme temperature conditions or sudden changes such as corrosion, oxidation, spillage of liquids or food or chemical influenced products.

- Damages or malfunctions of products resulting of changes made by the user in the parametrization of the software for product function.
- Damages or malfunctions of products resulting of the use of a non-authorized product, equipment, software and/or service, and/or not recommended by BEEVERYCREATIVE.
- Damages or malfunctions of products resulting of the use of a firmware other than the one supplied by BEEVERYCREATIVE.
- Damages or malfunctions of products resulting of the use of a different printing table other than one recommended by BEEVERYCREATIVE.
- Damages or malfunctions of products resulting of the use of a different printing material other than the one referred in the instructions manual and BEEVERYCREATIVE's website.
- Damages or malfunctions of products resulting of the connection with different voltage other than the one set by the manufacturer.
- Defects not detected by scientific and technical knowledge at the time BEEVERYCREATIVE placed the product for sale.
- Defects or malfunctions resulting from abnormal or intensive use of the product.
- Defects or malfunctions resulting from the use of the product after arrival with visible damages before communicating and being authorized by BEEVERYCREATIVE.

Other exclusions: The current warranty does not apply to products in development and testing products.

Limitation of liability. With exception of the warranty specifically given and in the terms of the applicable law, BEEVERYCREATIVE excludes itself of any other expressed or implicit liability, to the maximum extent allowed by law.

### **Exclusion of liability**

BEEVERYCREATIVE is not liable, nor will it be liable, for printed products or objects used in a manner contrary to their intended purpose or that may endanger its users.

#### **Warning**

Please make sure to follow the safety instructions contained in the user manual of the products you acquire.

Printed objects should not come into contact with food, beverages, electricity or liquids and should be kept away from heat sources.

Parents or legal guardians should guarantee the safety of minors when using printed objects.

You should use printed objects in a way that does not pose any threat to the health and safety of living beings.

### **IV. Third party site links**

The materials that can be accessed from linked sites are not maintained by **BEEVERYCREATIVE** and we are not responsible for the contents thereof.

NOTE THAT: Any reference to a linked site or any specific third-party product or service by name does not constitute or imply its endorsement by us, and you assume all risk with respect to its use. So, you need careful.

## V. Personal Data Protection

The personal data provided by customers are essential in order to ship orders and generate invoices and warranty contracts. When interage up on the website, customers commit themselves to providing valid personal data.

The personal data provided by customers are processed according to the applicable legislation in force. By providing their e-mail address, customers authorize BEEVERYCREATIVE to use this address in order to process purchase orders, facilitate their browsing and the purchase of items and to inform them via said address of notices pertaining to BEEVERYCREATIVE, its products and the website. The personal and/or financial data voluntarily provided to BEEVERYCREATIVE as the result of a commercial transaction shall not under any circumstances be divulged or sold to third parties; this data shall only be collected and stored in order to prevent it being accessed by unauthorized persons.

About data protection you need consult our privacy policy.

## VI. Intellectual Property Rights

The entire content of the website web [www.beeverycreative.com](http://www.beeverycreative.com) (images, videos, etc.) is the property of **BEEVERYCREATIVE** and all rights are reserved, in accordance with copyright and intellectual property rights.

Therefore, usage of such is only permitted on a private basis and any other type of usage which does not have the prior agreement of **BEEVERYCREATIVE** constitutes an offence which is punishable under the terms of Portuguese Law.

Consequently, any reproduction in whole or in part of the contents of the website [www.beeverycreative.com](http://www.beeverycreative.com) by any means and through any medium without the prior and express authorization of **BEEVERYCREATIVE** is prohibited.

In same reasons, **BEEVERYCREATIVE** does not authorize the copying, publication or distribution of any of the aforementioned content to third parties who are not in possession of the corresponding intellectual property rights. Any fraudulent use of said content shall be considered an offence against industrial and intellectual property rights punishable under the terms of the Portuguese Law.

**Trademarks:** Beeverycreative; Be3 printer; Bee printer; beesoft; bee2b; hello bee prusa; beeschool respective logos are trademarks owned by BEEVC – Electronic ELECTRONIC SYSTEMS, LDA. The trademark Beeverycreative and respective logo registered in Europe and internationally.

## VII. User-submitted content

User-submitted content is defined as any and all content you have uploaded onto this website, including, among others, 3D models, drawings or images of 3D objects, comments and specifications regarding 3D models. Submitted content cannot be or contain abusive, provocative, threatening, slandering, obscene, fraudulent, deceiving, false, offensive, pornographic, illegal or illicit elements, and cannot violate or infringe any intellectual property rights.

**BEEVERYCREATIVE** does not undertake any obligation to revise any user-submitted content and cannot, under any circumstance, be liable for that content. Nevertheless, **BEEVERYCREATIVE**, in a cooperative attitude towards the holders of Intellectual Property Rights, and as a way of keeping the website under appropriate conditions to be used by the public in general, will strive to promote the quick removal of any content that is not in conformity with these Terms and Conditions. When it comes to 3D models that violate these Terms and Conditions, **BEEVERYCREATIVE** can immediately cancel all requests and hold the infringer responsible for all damages caused by his/her actions. If you detect any content you deem inappropriate, that violates intellectual property rights or that is not in compliance with our content policy rules, please let us know immediately by using the means available on our website. With the exception of 3D models of your own creation, which will be dealt with in the following point, by uploading content onto the **BEEVERYCREATIVE** website you are automatically giving us permission, without any limitations and without compensation, to, directly or indirectly, use, publish, modify, reproduce, distribute, or, by any other means, explore that content without restrictions. You are also granting the same permission to all users of our website. By granting these permissions, you are also guaranteeing both **BEEVERYCREATIVE** and our website users that you are not violating third-party rights, expressly taking all responsibility that may arise from using, publishing, modifying, reproducing, distributing or any other form of exploration you may have authorized.

### Intellectual Property Rights over 3D models

3D model authors, as holders of all intellectual property rights, guarantee, by submitting those 3D models, that they have created them and that they are not violating third-party intellectual property rights. Should the case arise that third-party rights have been violated, you will be the sole responsible for compensating all losses. Furthermore, you are also obliged to assume the defense of/compensate **BEEVERYCREATIVE** for any losses the company may incur as a consequence of your action or omission.

3D model authors, before uploading their models, have to choose one of the license types available in this website: [www.creativecommons.org](http://www.creativecommons.org)

**BEEVERYCREATIVE** may previously assess 3D models submitted by their authors, and reserves the right to refuse them.

3D models available for download on the website directly from **BEEVERYCREATIVE**, may, depending on their intellectual property regime, be made available in one of the following types: [www.creativecommons.org](http://www.creativecommons.org).

## **VIII. Forum participation rules and regulations**

Racist, hatred, violent and offensive language or language that will incite this kind of behavior will not be allowed. All comments must be expressed in a polite and constructive manner. Whenever you violate these rules, **BEEVERYCREATIVE** can, at any time, remove the content you have published and/or close your account, without prejudice to more costly liabilities which may arise from the general rule of law applicable.

## **IX. Limitation of Liability**

Without prejudice to any liability which cannot be excluded by law, these Terms and Conditions establish the extent of our obligations and responsibilities regarding **BEEVERYCREATIVE**'s services, without any other guarantees, conditions or other terms that are mandatory for **BEEVERYCREATIVE**.

Therefore, any warranties, conditions or other terms arising from/related to products and services are excluded. **BEEVERYCREATIVE**'s obligation for compensation is, ultimately, to return the amount paid by the user.

## **X. Applicable law**

These Terms and Conditions are governed by Portuguese Law and by the applicable European Union law. Any and all disputes caused by these Terms and Conditions must be settled in Portuguese courts.

## **XI. Compensation**

The user agrees to compensate **BEEVERYCREATIVE** for all expenses, damages and expenses resulting or related to the violation of these Terms and Conditions.

## **Changes to the Website, Services and Terms and Conditions**

**BEEVERYCREATIVE** reserves the right to, at any time, make changes to the website, services, products, as well as to the Terms and Conditions.

## **XII. Contact Information**

Should you have any questions regarding these Terms and Conditions, you can contact us by sending an e-mail to our customer support. Should you have any problems, please contact us and we will do our best to solve them as quickly as possible. We strive to continuously improve our services and, as such, we appreciate every comment that may contribute to achieving that goal.

## **XIII. Final provisions**



These Terms and Conditions represent the complete and exclusive statement of the agreement celebrated with the user, replacing any previous proposal or contract, oral or written, and any other communications between the user and **BEEVERYCREATIVE**. If any provision is deemed void or ineffective, such provision will be amended only to the extent that it becomes enforceable, and the invalidity or inefficiency of said provision will not affect the validity or feasibility of any other provision in these Terms and Conditions and Privacy Policy.

Date of application: 11<sup>th</sup> September, 2018