



Terms of Service

1. Scope

a) These Terms and Conditions shall apply to all purchases submitted or to be submitted by you for any item, service or subscription offered to you on or via the byFlow B.V. website, a byFlow B.V. device or other byFlow B.V. application (referred to in these Terms and Conditions as the “Products”), including, but not limited to, (i) hardware devices, accompanying items and accessories including devices, items or accessories containing pre-installed software (“Hardware”), (ii) byFlow B.V. software, including content and content programs offered by byFlow B.V. and all Internet-based downloadable (“Software”) and (iii) services offered by byFlow B.V. from time to time (“Services”), which may include (separately or bundled) Internet-based services, (third party) functionality or content, whether offered to you on a subscription basis (“Subscription”) or on a pre-paid basis and delivered in one or more parts.

2. Orders

- a) Any purchase order submitted is subject to acceptance by byFlow B.V.. Only upon acceptance by byFlow B.V. by way of an order confirmation is the agreement concluded.
- b) byFlow B.V. reserves the right to reject any orders in full or in part or to apply a maximum order amount.
- c) All orders for Hardware are subject to stock availability.

3. Price and payment

- a) Prices indicated on the website are exclusive of state and local sales and use taxes. You are responsible for any such state and local sales and use taxes, and any other taxes and government levies, if any, associated with your order. Shipping and handling charges (if any) will apply in addition to the sale price indicated on the website and the applicable sales and use taxes. Prices are subject to change at any time but will not affect orders for Hardware, Software, or Services made prior to the date of the change (subject to clause 7c).
- b) All orders must be paid for through the payment service as made available by byFlow B.V. (“Payment Service”). In order to submit orders and use the Payment Service you must supply details of your preferred payment method, billing and shipping address (if applicable) and/or any other details necessary to complete the order.

4. Delivery and risk of loss

- a) byFlow B.V. will endeavor to deliver or activate the Product within eighty (80) days of order acceptance. If multiple Products are ordered, byFlow B.V. reserves the right to deliver or activate each Product separately.
- b) Products will be delivered either to your delivery address or possession, or electronically. The risk of loss or damage to the Products will pass to you at the moment the Products are delivered to your delivery address or possession.
- c) If you refuse or neglect to take delivery of the Products, byFlow B.V. reserves the right to charge you for the reasonable cost of storing and shipping the Products until delivery can be made.



- d) If delivery to you should fail for any reason outside of byFlow B.V.'s control, byFlow B.V. reserves the right to cancel the purchase agreement and refund any moneys paid
- e) If byFlow B.V. delivers a Product or an amount of a Product that you did not order or activates a Product on your device by mistake, you shall immediately inform byFlow B.V. of its mistake by email via info@3dbyflow.com and you shall, at byFlow B.V.'s request, immediately arrange for the return of the Product (the costs of which shall be met by byFlow B.V.), de-install or destruct the Product.
- f) Acceptance of a non-ordered Product or amount of a Product does not relieve you from acceptance and payment of the Product you initially ordered, unless otherwise agreed with byFlow B.V..

5. Return Policy

- a) byFlow B.V. allows you to return Hardware for any reason provided that it has not yet been used at any time during the fourteen (14) business days following the date of receipt at your delivery address. If the item has not been opened, byFlow B.V. will refund the purchase price actually paid minus shipping and handling charges. If the item has been opened, byFlow B.V. will charge a 15% restocking fee in addition to shipping and handling charges. byFlow B.V. will not issue refunds for products that have been defaced, altered, used, or damaged in any way. All requests for refunds are subject to inspection by byFlow B.V. of the returned item. byFlow B.V. will issue refunds through a bank transfer or PayPal. If you choose to return any Hardware, you must contact byFlow B.V. during the fourteen (14) business days following receipt by email via info@3dbyflow.com to obtain a Return Materials Authorization number and return the Hardware in its original packaging, free of all interests, liens, or claims otherwise, to the address provided by byFlow B.V.. byFlow B.V. will not issue any refunds in response to requests made more than fourteen (14) business days following receipt of the item. byFlow B.V. will only accept returns on items purchased directly from the byFlow B.V. store.
- b) Purchases of Software may be cancelled in accordance with clause 5(a) provided that the seal has not been broken nor tie wraps are cut lose. Downloading, installing or activating Software are all considered as breaking the seal.
- c) You agree that the supply of Services by byFlow B.V. will commence immediately on byFlow B.V.'s acceptance of your purchase order or placed order via the website. You will not be able to cancel the purchase agreement after supply of the Services commences.
- d) All sales of products sold as Refurbished are final.

6. License, Copyright & Confidentiality

- a) Subject to these Terms and Conditions, you are granted a license to reproduce in order to install and execute the Software, Services and/or the data, information, functionality or other content ("Content") provided to you as part of the Hardware or via for personal and private use only on the terms set out in this article 6 ("License"). You may install and use the Software, Services and Content on only one computer device at any time and in combination with only one Product. You may not provide the Software, Services or Content to others, directly or indirectly for their or anyone else's use. This License is non-exclusive and non-transferable which means that byFlow B.V. is free to license the Software, Services and Content to other customers and that your right to use the Software, Services and Content cannot be transferred by you to someone else or to another piece of Hardware. This



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b) byFlow B.V. reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to you or made available to you through the use of the Software, Services or Content, unless the provision of such updates, upgrades or supplements forms an integral part of the Product, as indicated by byFlow B.V. at the time of sale.

c) Without prejudice to any other rights, byFlow B.V. may immediately terminate the License without notice of default being required if you fail to comply with any material term of these Terms and Conditions which shall be understood to include clauses 6 and 9. In such event, you must destroy all copies of the Software and all of its component parts as well as any Content.

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e) You acknowledge and agree that the Products were developed at considerable time and expense by byFlow B.V. and are confidential to, and a trade secret of, byFlow B.V. and/or other third parties. You undertake to maintain the Products in strict confidence and not to disclose or provide access to the Product to any third party.

7. Third Party Software Materials

byFlow B.V. Products may make use of third party software codes, data, information functionality, other content and algorithms ("Third Party Materials"). The use of Third Party Materials included in the Products may be subject to other terms and conditions. The official copyright notices and specific license conditions of these Third Party Materials are to be found in or via our website. You hereby agree that the submission of any order implies that you have read and accepted the terms and conditions for any Third Party Materials included in the Products ordered.

8. Other Restrictions

Renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the Products is prohibited. Other than as permitted by applicable legislation, you will not, and will not allow any person to, modify the Products or any part thereof, to



analyze it by means of reverse engineering, to decompile or disassemble the Products, or to break or circumvent encryption or to allow or enable third parties to do so.

9. Limited Warranty

a) byFlow B.V. does not and cannot warrant that the Products operate in a manner that is completely error-free nor that any information provided is always accurate. Calculation errors may occur when using systems such as those caused by local environmental conditions and/or incomplete or incorrect data.

b) byFlow B.V. offers a limited warranty that the Hardware will be free from defects in workmanship and materials under normal use ("Defects") for a period of one (1) year from the date the Hardware was purchased ("Warranty Period"). Any warranty obligation of byFlow B.V. under this Section is expressly conditioned on your compliance with this Agreement. During the Warranty Period, the Hardware will be repaired or replaced by byFlow B.V. ("Limited Warranty") without charge for either parts or labor. If the Hardware is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six (6) months after the date of repair. This warranty does not cover Software or Services.

c) This Limited Warranty does not cover damage caused by normal wear and tear or as a result of the Hardware being opened or repaired by someone not authorized by byFlow B.V., and does not cover damage caused by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Hardware.

d) EXCEPT FOR THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, byFlow B.V. AND ITS SUPPLIERS PROVIDE THE PRODUCTS "AS IS AND WITH ALL FAULTS", AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION, TITLE, SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF REASONABLE CARE AND SKILL, ALL WITH REGARD TO THE PRODUCTS; AS WELL AS THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCTS OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCTS. ALSO, THERE IS NO WARRANTY OR CONDITION OF QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCTS.

e) In order to make a claim under the Limited Warranty of a Defect, you must contact byFlow B.V. by email during the Warranty Period via to explain the Defect and to obtain a Return Materials Authorization number if necessary. The Hardware must be returned to byFlow B.V. as soon as possible following your notification of the Defect, along with an explanation of the Defect, to the address provided by byFlow B.V.. You must comply with any other return procedures stipulated by byFlow B.V., if any.

f) This Limited Warranty is the only express warranty made to you and is provided in place of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.



g) If applicable law requires any implied warranties with respect to the Hardware, all such warranties are limited in duration to one (1) years. Some states and/or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above may not apply to you. The provisions of this clause 9 do not affect any of your legal rights under applicable national legislation governing the sale of consumer goods.

h) This Limited Warranty is not transferable.

i) This clause 9 sets forth your sole and exclusive remedy in connection with any warranties granted by byFlow B.V. hereunder.



10. Limitation of Liability

a) NEITHER BYFLOW B.V. NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING IN EACH CASE, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE OR ACCESS THE PRODUCTS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF BYFLOW B.V. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF BYFLOW B.V. AND ANY OF ITS SUPPLIERS ARISING FROM OR RELATED TO THE USE OF THE PRODUCTS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS CONCERNED.

c) Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The above limitation of liability does not affect any legal rights under the applicable national legislation.

11. Export Controls

You will comply with all applicable laws and regulations, including without limitation the Dutch Administration Act, regarding the export of technology with respect to the Products.

12. Force Majeure

Force majeure means circumstances that impede the fulfillment of byFlow B.V.'s obligations under these Terms and Conditions which are not within byFlow B.V.'s reasonable control, including late and/or delayed deliveries and incomplete deliveries by byFlow B.V. caused by circumstances beyond byFlow B.V.'s reasonable control. In a force majeure situation all of byFlow B.V.'s obligations shall be suspended. Should the period in which byFlow B.V. cannot fulfill its obligations as a result of force majeure continue for longer than ninety (90) calendar days, both parties shall be entitled to dissolve the purchase agreement in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection with that dissolution.

13. Privacy

byFlow B.V. will not disclose information regarding your personal details, account or transactions to any third party other than in accordance with the privacy policy from Dutch law.

byFlow B.V. holds the right to show your company name and logo in byFlow B.V.'s promotions, only in the context of you being one of byFlow B.V.'s customers. ("Our customers include ...[Buyer company name and logo]")

14. Links to Third Party Websites

byFlow B.V. is not responsible for the content of any third-party websites or services, any links contained in third-party websites or services, or any changes or updates to third-party websites or services. Where byFlow B.V. provides links and/or access to third-party



websites and/or services it is only as a convenience to you, and the inclusion of any link or access does not imply an endorsement by byFlow B.V. of the third-party site or service.

15. Third Party Rights

Third parties have no rights under applicable legislation in relation to the rights of third parties to rely upon or to enforce any term of these Terms and Conditions but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

16. Survival

Any provisions in these Terms and Conditions which by their nature extend beyond the termination or expiration of any sale or license of the Products will remain in effect.

17. Severability

If any provision of these Terms and Conditions is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. You and byFlow B.V. are deemed to have agreed to new terms and conditions in substitution for such invalid provisions. These new terms and conditions shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived from them.

18. Governing law

These Terms and Conditions and any disputes related to these Terms and Conditions or to the purchase and use of the Products or otherwise are subject to the laws of The Netherlands. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to these Terms and Conditions. All disputes arising out of these Terms and Conditions shall be settled by courts venued in Amsterdam, which will have exclusive jurisdiction in respect of any such disputes.

19. Translations

This English version of these Terms and Conditions is the version that governs your purchase, of Products from byFlow B.V. if you are located in the Unites States of America. Should you have any questions, suggestions or complaints concerning your order, your purchase, these Terms and Conditions, or if you desire to contact byFlow B.V. for any reason, please do so by email by visiting byFlow B.V.'s website.