

### ⚠ Machine translation (DeepL)

This document was automatically translated from French by DeepL. The French version (*Conditions Générales de Vente*) is the sole legally binding document. In case of any discrepancy the French version shall prevail.

→ French version (legally binding): <https://test.goeland86.ch/fr/documents-2/conditions-generales-de-vente/>



## General Sales Conditions

3D ETPLUS Sàrl · Gland, Canton de Vaud, Suisse · <https://www.3detplus.ch>

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*Legally binding reference document — only the French version is authoritative.*

### General Provisions

These general terms and conditions of sale for the services of 3D ETPLUS Sàrl (“GTC”) govern the mutual rights and obligations between 3D ETPLUS Sàrl (hereinafter “3D ETPLUS”, “we”, “our”) and its customers (hereinafter “The Customer”).

Only The Client is entitled to use the services of 3D ETPLUS. Any other use or resale of these services to a third party is prohibited. The specific terms and conditions set out in the sales contract for certain services provided by 3D ETPLUS remain reserved.

Use of the 3D ETPLUS website or placing an order via it implies acceptance of these general terms and conditions of sale.

### Definitions

- **Site / website:** 3detplus.ch and its subdomains.
- **The Customer / you:** any natural or legal person using the Site or purchasing from 3D ETPLUS.
- **Products:** physical items that we sell (e.g. 3D-printed parts, kits, accessories).
- **Services:** services we provide (e.g. printer repairs, maintenance, file correction/optimisation, custom design and printing, training/consultancy).
- **Opening hours:** As per the timetables available on our website exclusively.
- **Closures:** periods during which 3D ETPLUS closes its offices (announced closures, weekends and official public holidays in the canton of Vaud).

## Scope of services

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The scope of services provided by 3D ETPLUS is defined in the contract of sale for said services and/or on our website <https://www.3detplus.ch>, its aliases and subdomains.

However, for the services listed below, the following general rules shall apply.

### **A: Research & Development (Fixed Price / Quote / Maintenance)**

By development, we mean design services, whether software or hardware-related. This includes, in particular (non-exhaustive list):

- Custom device design
- Technical drawings and plans
- Modelling and design of bespoke parts
- 3D printing, cutting, milling, prototyping

3D ETPLUS will endeavour to design products in strict compliance with standard industry standards and protocols.

3D ETPLUS cannot be held liable for any malfunction or failure of a product if the problem is localised and specific to the Customer's equipment or results from misuse by the Customer. For example, in the case of viruses/malware, failure to update hardware and software, failure to follow usage or assembly instructions, etc.

Any subsequent issues (technical, legal, etc.) arising after the warranty period shall be the responsibility of the Customer, who shall bear the liability therefor.

### **B: Printing Service**

For custom prints/parts, you are responsible for the accuracy of your files, dimensions, tolerances, units and intended use. We may suggest adjustments; your approval (confirmation by email is sufficient) authorises us to proceed.

The Customer remains responsible for their actions and the use they make of the printed items. Similarly, they must ensure they hold the necessary copyright.

### **C: Design service**

Proofs, prototypes or photos sent for approval are deemed accepted if you approve them in writing; any subsequent changes may incur additional charges.

### **D: Sale of materials**

The equipment is guaranteed for 2 years from the date of invoicing.

In the event of any software or hardware modification carried out by a third party other than 3D ETPLUS or one of its partners, the warranty is void.

Each device is labelled and referenced in a knowledge base by 3D ETPLUS. In the absence of a 3D ETPLUS reference number or serial number, the equipment cannot be returned, exchanged or

refunded, and the warranty will be void.

In the event of a fault, the Customer undertakes to report it as soon as possible by presenting the invoice relating to the faulty device.

3D ETPLUS cannot be held liable in the event of misuse of the equipment or any defect resulting from such misuse.

3D ETPLUS cannot be held liable in the event of intrusion by a third party or in the event of hacking of the equipment sold, nor for any defects resulting from such hacking.

### **E: Training / Audit / Advice**

The Customer remains responsible for their own actions. 3D ETPLUS cannot be held liable for any damage the Customer may suffer, even if they have undergone training.

3D ETPLUS, acting as a consultant, provides the Customer with a (non-exhaustive) list of recommendations, which the Customer is free to follow or ignore, at their own risk.

**Training:** Failure to attend a training session does not entitle the Client to a refund. Where possible, an alternative date will be offered. Administrative fees may be charged. Any appointment cancelled less than 48 hours in advance will be charged in full.

### **F: Installation of third-party equipment**

3D ETPLUS will install, on behalf of the Client, any third-party equipment purchased by the Client. 3D ETPLUS will endeavour to follow the manufacturer's recommendations and the Client's choices. In any event, 3D ETPLUS shall not be held liable for any defect arising during or after its work. The equipment supplied by the Client must be suitable for its intended use (for example, electrical equipment must be certified).

The operation of the equipment installed by 3D ETPLUS remains the responsibility of the Client.

### **G: All services combined**

Any additional work requested by the Client, not specified in the quotation or the contract, shall be subject to a quotation and/or an offer and/or a supplementary clause to this contract. Such work shall be carried out following agreement by both parties on all terms and conditions, including payment terms. An exchange of emails shall serve as proof.

A surcharge of  $\times 1.5$  will be applied to our service rate if the work must be carried out urgently. By 'urgent', we mean all requests that must be carried out immediately (unscheduled), including, for example: service call / repair / support, travel / interview / meeting / conference (including by telephone).

Travel costs may be added in accordance with the travel cost pricing table for troubleshooting services.

3D ETPLUS reserves the right to charge an additional 30 to 60 minutes before and after an appointment requested by the client requiring travel, particularly if the appointment takes place mid-morning or mid-afternoon.

3D ETPLUS will provide recommendations regarding the proper use of the services. The Customer shall approve and test the work carried out by 3D ETPLUS prior to commissioning; 3D ETPLUS shall not be held liable for any defects and/or damage occurring after the Customer's approval.

3D ETPLUS shall not be held liable for any defects and/or damage in the event of failure to comply with the said recommendations.

All appointments will be invoiced at the rate specified in the service agreement or quotation, unless the service includes a defined appointment duration for the purpose of discussing a new project with the Client with a view to drawing up a quotation (for example, in the case of equipment installation). 3D ETPLUS reserves the right to charge for additional hours and/or appointments in accordance with its hourly rate.

3D ETPLUS reserves the right to close its offices, after-sales service and support service for up to 25 days per year, excluding weekends (Sat-Sun) and public holidays (Closures).

**Dimensional/finish tolerances:** unless otherwise specified, FDM parts  $\pm 0.3$  mm or 0.5%, SLA parts  $\pm 0.1$  mm or 0.3% (whichever is greater applies). Surface appearance, colour and texture may vary depending on the material, orientation and post-processing.

**Use at your own risk:** our parts are not certified for critical applications (safety, medical, aerospace, automotive) unless expressly agreed in writing.

The Customer remains responsible for their actions. The Customer warrants that they hold the necessary rights to the files/content provided and that these do not infringe any third-party rights or the law. Prohibited content includes illegal, hateful or counterfeit material. We may refuse any work that appears dangerous, illegal or unethical.

Under no circumstances shall 3D ETPLUS be held liable for any direct or indirect damage caused before, during and/or after the provision of its services.

## Prices

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All prices are quoted exclusive of tax and in Swiss francs (CHF).

## Payment terms, quotes and delivery

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### Payment terms

The following payment terms apply:

For all work/services costing less than CHF 5,000.00 (five thousand), payment must be made in full in advance.

For all work exceeding CHF 5,000.00 (five thousand), a 50% deposit is required and must be paid in advance upon signing the contract. The balance is payable once the work is completed, in accordance with the quotations and/or any additional changes. In the event of changes during the project, the costs incurred must be paid in full prior to delivery.

Payment for materials or parts must be made in full and in advance and shall serve as confirmation of the order.

Certain services require special payment terms; these are specified in the contract for the service in question.

**Under no circumstances will 3D ETPLUS issue a refund.**

## **Quotations**

Quotations are estimates only. 3D ETPLUS endeavours to provide the most accurate estimates possible and undertakes to notify the Customer in advance in the event of costs exceeding the quotation by more than 15%.

## **Maintenance and servicing of third-party equipment**

The quotation is drawn up based on our experience and in accordance with our standard service procedures. In the case of equipment not supplied by us, where the actual condition cannot be determined without prior inspection, the service time and price quoted are provided as estimates. Should any defects, malfunctions or unforeseen technical constraints be discovered, resulting in the scheduled time being exceeded, the additional hours will be subject to supplementary invoicing after the customer has been informed. In all cases, the time actually spent working on the equipment will be invoiced.

## **Printing, modelling & all services**

For any printing, modelling or associated service, the files, devices and consumables supplied by the customer must comply with the technical specifications required for the intended use. Any adjustments, corrections, additional work or damage resulting from non-compliant items will be invoiced to the customer.

## **Delivery**

3D ETPLUS will only deliver the work once payment has been made in full and all outstanding invoices from the Customer have been settled.

The contract may specify a delivery date. This date is indicative and may vary depending on the following conditions:

- In the event of late payment.
- In the event of delays in the provision of documents, information, etc. that the Client is required to supply.
- In the event of changes not included in the quotation.
- In the event of unforeseen circumstances (including technical issues).
- Any other delay not within the control of 3D ETPLUS.

A delay in delivery does not entitle the Client to any compensation whatsoever.

## Invoicing

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3D ETPLUS will send invoices to the client by email.

An invoice may be sent by post at the customer's request, in which case an invoicing fee will be charged. Invoices sent by post, as well as reminders, will be charged at CHF 20.00 (twenty) per document.

Invoices paid at the counter will be subject to a surcharge of CHF 5.00. No surcharge applies if invoices are paid via e-banking.

The Client undertakes to pay all invoices sent by 3D ETPLUS within the specified time limits. In the event of contract cancellation after the specified deadline, 3D ETPLUS reserves the right to charge a flat fee of CHF 150.00 (one hundred and fifty) for administrative costs.

If a service is currently being developed by 3D ETPLUS, the work will be invoiced on a pro rata basis. If 3D ETPLUS has incurred any costs, these costs shall be payable in full by the Client.

Contracts and invoices constitute an acknowledgement of debt within the meaning of Article 82 of the Swiss Debt Enforcement and Bankruptcy Act (LP).

3D ETPLUS reserves the right to refer unpaid invoices (including the Client's contact details) to a debt collection agency or the debt enforcement office. Additional charges may be invoiced and interest applied from the first reminder.

## Shipping, delivery & transfer of risk

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We deliver within Switzerland and internationally. Postage costs are calculated at checkout or indicated in the quote.

Delivery times are indicative and not guaranteed. Delays caused by you (e.g. late files/approvals), carriers, customs or force majeure do not entitle you to compensation.

Risk is transferred upon handover to the carrier or upon collection. International customers are responsible for import duties, taxes and formalities.

## Data, protection and processing

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3D ETPLUS makes every effort to protect its customers' data against both accidental loss and third-party intrusion, to the best of its ability. However, 3D ETPLUS shall under no circumstances be held liable for any loss of data.

The following cases are particularly relevant:

- Error on the part of the Customer.
- Exploitation of security vulnerabilities.
- Any other case.

3D ETPLUS complies with the provisions of Swiss data protection law (FADP). 3D ETPLUS processes data for the proper performance of its services and for invoicing purposes, and does not use it for

marketing purposes (e.g. market research, customer profiling) or for the monitoring and/or documentation of existing and future relationships. Data is stored both in paper form and electronically. Data that is no longer required is deleted insofar as permitted by law. If the performance of the contract so requires, 3D ETPLUS is entitled to request information from third parties. Such information may also contain sensitive personal data. In return, and by accepting these GTC, the Client expressly consents to the collection, processing and storage of their personal data strictly necessary for the management of the file(s) and the provision of the service.

## **Copyright / Intellectual Property**

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The Client retains all rights to their work. However, as current IT systems do not allow for the protection of the Client against unauthorised copies of their works, the Client explicitly acknowledges that 3D ETPLUS shall under no circumstances be held liable for any misappropriation, loss of earnings or other damage suffered as a result.

The Client retains its intellectual property rights over its original files/content. The Client must ensure that it holds the necessary rights prior to using any content.

3D ETPLUS retains its rights to its designs, models, software, scripts, templates and processes created or used to provide the Services, unless a written transfer is agreed (subject to separate fees), including those provided to the Client (unless otherwise stated in the contract).

The Client may not, under any circumstances, redistribute, resell and/or reuse 3D ETPLUS's documents or deliverables as part of another application or project or in any other form, without prior written consent. 3D ETPLUS may include a discreet trademark on physical or digital deliverables unless otherwise requested in writing.

Only 3D ETPLUS is entitled to download / open / modify / edit / copy the said files, unless otherwise stated in the development contract.

3D ETPLUS reserves the right to include its name / link / logo / trademark on the items it produces.

## **Warranty**

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For troubleshooting and installation services, the signing of the completion form confirms the proper functioning of the services provided by 3D ETPLUS. Any issues arising after the technician or service provider has left the premises will not be covered by the warranty.

The warranty for work (custom development / produced directly by 3D ETPLUS) undertaken by 3D ETPLUS is 1 (one) month from the date of delivery of the work. This period may be redefined in the contract. The warranty is specific to each contract in terms of both form and duration.

During this period, 3D ETPLUS will rectify, free of charge, any defects directly attributable to it as soon as possible and during working days. A defect is defined as any service that does not comply with the specifications described in the quotation or order confirmation.

Excluded from this warranty are all issues resulting from a lack of training or incorrect handling on the part of the Customer. Only the original version of the service provided on the date of delivery of the

product is retained by 3D ETPLUS and covered by the warranty. The Customer's unavailability does not extend the warranty period.

Also excluded from the warranty are any issues resulting from third-party software, tools, services and hardware not developed or supplied by 3D ETPLUS, or the use of obsolete software that has not been kept up to date. Application updates are not included in the warranty. The addition or modification of functions does not extend the warranty.

The warranty for third-party equipment (not manufactured by 3D ETPLUS) is covered by the manufacturer's warranty, which is generally valid for two years in Switzerland and the European Union. For equipment and hardware supplied directly by the customer and installed by 3D ETPLUS, the responsibility for handling the warranty lies with the customer. In the event of handling by 3D ETPLUS, we reserve the right to charge an administration fee.

Any issue not covered by the warranty will, at the Customer's request, be rectified at their expense, in accordance with the current price list.

Any modification carried out by a third party other than 3D ETPLUS will void the entire warranty. Costs for recommissioning or restoration/repair will be charged. The same applies to faults caused by infection and/or intrusion into computer systems.

Any issue relating to a service no longer covered by the warranty is the responsibility of the customer. Any issue relating to intellectual property rights, content, technical matters, IT, interconnection, maintenance, etc. remains the responsibility of the Customer.

**No refunds or price reductions will be covered by the warranty. Only the right to a repair will apply.**

Hardware or software not developed by 3D ETPLUS is guaranteed by the product supplier. The date of delivery or invoicing by the supplier (subject to the supplier's terms and conditions) shall be deemed the effective date.

## Contract term and termination

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Unless otherwise specified in the contract, contracts have no expiry date, particularly for maintenance services.

Contracts drawn up online via our website when ordering products are validated and recognised as 'electronically signed' when one or more of the following applies:

- Upon payment for the first year of the subscription.
- Upon authentication by telephone or SMS.
- Upon authentication by credit/debit card.
- Electronic signature of an online document.
- Upon any other methods of authentication.

The contract may be terminated by either party by registered post, subject to three (3) months' notice prior to the end of the contract. Any costs incurred as a result of termination shall be borne entirely by

the Customer. Early termination by the Customer is possible at any time, provided a letter is sent specifying the exact date on which the contract is to be terminated. Such termination shall not give rise to any refund, and all outstanding invoices shall remain payable in full.

Early termination by 3D ETPLUS is possible where any of the clauses of this contract are not or are no longer complied with, and this may be done without notice, without compensation and without data recovery by the Client or any other specific arrangement.

3D ETPLUS reserves the right to suspend all its services with immediate effect and at the Customer's expense, in particular in the following cases:

- If the Customer fails to settle the invoices sent to them by 3D ETPLUS within the agreed timeframes, for all services combined.
- If the Client fails to comply with one or more of the conditions set out in this document.

3D ETPLUS reserves the right to terminate the contract with immediate effect if any of its partners or service providers are no longer able to provide the resources necessary for the proper functioning of the service, and this without compensation of any kind.

## **Liability**

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The Client is solely responsible for protecting their IT and electrical installations and the equipment installed and/or produced by 3D ETPLUS. The Client undertakes to provide files, equipment and consumables that comply with the applicable technical specifications. We shall not be held liable in the event of non-compliance. Any resulting intervention, correction or damage will be subject to additional invoicing.

The Customer may be held liable for any damage caused by the misuse of the resources made available to them.

3D ETPLUS shall under no circumstances be held liable for any direct or indirect damage resulting from the use of its services, products, etc.

3D ETPLUS shall not be held liable for the loss of data, information, turnover or any other loss in the event of hacking or a failure of its infrastructure. The Customer shall bear the costs of rebuilding and restoring the services provided by 3D ETPLUS in the event of a targeted attack against the Customer.

Nothing in these Terms limits liability in the event of fraud, gross negligence or mandatory consumer rights under Swiss law.

## **Support / after-sales service**

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3D ETPLUS does not provide any telephone or email support.

3D ETPLUS provides user support via email, reserved for its customers. Support is provided within the warranty period or in accordance with the support contract established. Without a support contract, our standard hourly rate applies. This rate may be requested at any time by email or telephone.

3D ETPLUS reserves the right to charge the Customer for support requests made by telephone or messaging, as well as for any requests that do not fall within the scope of the proper functioning of its services or infrastructure, or that result from a lack of training on the part of the Customer.

## Confidentiality

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Each party undertakes, on its own behalf and on behalf of its employees, to treat as confidential, both during and after the term of the contract, any documents (texts, emails, letters, etc.) transmitted and conversations exchanged between the two parties, and not to use them outside the scope of this contract.

Any document provided by 3D ETPLUS is confidential and may not be disclosed to third parties, in particular quotations and training materials.

In the event of the sale of one or more parts of its business, 3D ETPLUS reserves the right to transfer its customer database to the new purchaser.

Our privacy and data protection policy (a) forms an integral part of these T&Cs.

## Final provisions

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If any clause is invalid or unenforceable, the remaining clauses shall remain in force. The invalid clause shall be replaced by a valid provision that best reflects the original intention.

**Working days and office hours:** Monday to Friday (Mon–Fri) from 09:00 to 18:00. Evening hours are defined as the period from 18:00 to 21:00, Monday to Friday. Weekends are defined as Saturday and Sunday (Sat–Sun).

**Closures** include the period from 18:00 to 08:00, weekends, official public holidays in the Canton of Vaud, as well as closures announced by 3D ETPLUS. Sundays and official public holidays in the Canton of Vaud, as well as Closures, are considered public holidays.

3D ETPLUS reserves the right to amend its terms and conditions at any time. Only the electronic versions of these terms and conditions of sale available on the 3D ETPLUS website at <https://www.3detplus.ch/documents> shall be deemed authentic. The renewal and/or purchase of services automatically applies the latest version of the GTC to all services binding 3D ETPLUS and the Customer, including services prior to this document.

Either party is entitled to terminate this agreement within 7 (seven) days of its signing. This clause does not apply to urgent services, or if the work has already been carried out or materials ordered by 3D ETPLUS.

Should any of the clauses contained in these general terms and conditions prove to be invalid, it shall be deemed unwritten but shall not invalidate the other clauses. Unless otherwise specified in the contract, only the clauses of the general terms and conditions of sale shall apply.

In the event of a breach of these General Terms and Conditions, 3D ETPLUS reserves the right to take legal and financial action against the Customer and will invoice the full costs incurred as a result of the

breach of the above clauses. The relationship between 3D ETPLUS and the Customer is governed exclusively by Swiss law.

These Terms and Conditions apply to all quotations, orders, deliveries, Services and Products, unless otherwise stipulated in a signed contract. In the event of a conflict, the specific terms of a signed contract shall prevail over these Terms and Conditions.

**The courts of Vaud shall have exclusive jurisdiction to hear any disputes. The place of jurisdiction is Gland, Canton of Vaud, Switzerland.**

## References

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The documents are available at: <https://www.3detplus.ch/documents>

(a) See: [privacy and data protection policy](#).

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