

# CUSTOM 3D PRINTING AND ADDITIVE MANUFACTURING TERMS

*Manufacturability, technical specification, quality, rights and liability*

|                  |                                                                                                                         |
|------------------|-------------------------------------------------------------------------------------------------------------------------|
| Effective date   | 6 September 2026                                                                                                        |
| Version          | 1.0                                                                                                                     |
| Service provider | VARINEX Informatikai Zártkörűen Működő<br>Részvénytársaság                                                              |
| Scope            | Custom 3D printing, additive manufacturing,<br>prototyping, low-volume manufacturing and related<br>technical services. |

## Publication version

3D printing, prototyping and low-volume manufacturing work performed by VARINEX Zrt. through online orders or on the basis of individual quotations.

**The approved specification is the basis of the manufacturing result**

The Manufactured Item is assessed against the accepted file version, Manufacturing Specification, drawing, tolerances, reference sample and intended use. An image, an Automated Calculation or a general material data sheet does not replace these requirements.

## Service provider and contact details

|                                    |                                                                        |
|------------------------------------|------------------------------------------------------------------------|
| <b>Service provider</b>            | VARINEX Informatikai Zártkörűen Működő Részvénytársaság (VARINEX Zrt.) |
| <b>Registered office</b>           | 1106 Budapest, Fehér út 10, Building 22                                |
| <b>Company registration number</b> | 01-10-044707                                                           |
| <b>Tax number / EU VAT number</b>  | 12765713-2-42 / HU12765713                                             |
| <b>Website</b>                     | <a href="https://www.varinex.hu">https://www.varinex.hu</a>            |
| <b>Manufacturing contact</b>       | 3dp@varinex.hu; szolgaltatas@varinex.hu; +36 30 251 9991               |

## 1. Scope, definitions and hierarchy of documents

**1.1.** These Custom 3D Printing and Additive Manufacturing Terms (the “Manufacturing Terms”) apply to 3D printing, additive manufacturing, prototyping and low-volume manufacturing, post-processing, surface treatment, colouring, 3D scanning, reverse engineering, design and related technical services performed by VARINEX in accordance with the Customer’s specifications.

**1.2.** “Manufactured Item” means any product, test piece, prototype, manufacturing aid, component or series produced under an individual contract. “Manufacturing Data” means every 3D model, CAD file, mesh model, technical drawing, dimension, tolerance, material requirement, specification, reference or test datum. “Manufacturing Specification” means the document or order summary accepted by the parties that records the contractual requirements for the Manufactured Item.

**1.3.** The Manufacturing Terms apply to both Consumers and Business Customers. Mandatory consumer-protection provisions prevail in relation to Consumers; any exclusion or restriction of such rights is void.

**1.4.** The contractual documents apply in the following order of precedence: (a) an individual contract signed by the parties; (b) VARINEX’s Order Acceptance and the accepted Manufacturing Specification; (c) an individual written quotation; (d) these Manufacturing Terms; (e) VARINEX’s Webshop GTC; and (f) non-mandatory provisions of law. An individual derogation is effective only if accepted by VARINEX in writing.

**1.5.** The Customer’s own general purchasing or contractual terms become part of the contract only if VARINEX expressly and individually accepts them in writing. Mere acknowledgement of an order does not constitute acceptance of the Customer’s terms.

**1.6.** For custom manufacturing, the Manufacturing Terms form an integral part of the Webshop GTC. In the case of electronic orders, the supplementary rules of the Webshop GTC govern conclusion of the contract, payment, consumer withdrawal, complaint handling and dispute resolution.

## **2. Ordering and technical approval process**

**2.1.** The Customer uploads or otherwise supplies the Manufacturing Data, specifies the required technology, material, colour, surface finish, quantity, place and deadline of performance, and provides every intended-use, safety, regulatory and quality requirement needed to select the appropriate technology and inspection regime.

**2.2.** An Automated Calculation in the Webshop or any preliminary price indication is conditional until the file has received technical approval. VARINEX may review manufacturability, file errors, minimum wall thickness, enclosed volumes, support requirements and depowdering, dimensions, placement, quantity, material availability and machine capacity.

**2.3.** The contract is concluded when VARINEX accepts the order in accordance with the Webshop GTC or when the parties sign an individual contract. The Order Acceptance contains, or refers in an identifiable manner to, the Manufacturing Specification, price, deadline, file version and these Manufacturing Terms.

**2.4.** Manufacturing may begin only after all required Manufacturing Data and declarations have been provided, the specification has been approved and any prescribed advance payment or consideration has been paid. VARINEX is not required to begin manufacturing on the basis of incomplete, contradictory or safety-critical information that has not been clarified.

**2.5.** VARINEX's technical review is a manufacturability review and does not constitute a comprehensive design, structural-strength, conformity-assessment or intended-use validation, unless the parties have separately agreed on such engineering services.

## **3. The Customer's Manufacturing Data and cooperation**

**3.1.** The Customer is responsible for ensuring that the Manufacturing Data are complete, correct, consistent and capable of defining the required result. In particular, the Customer must verify the file version, unit of measurement, scale, coordinate system, geometric watertightness, quantity, wall thickness, holes, fits and critical dimensions.

**3.2.** An indicative list of file formats accepted by the Webshop or in quotations is available on the Website. For a mesh model, triangulation resolution, and for a CAD file, the condition of bodies and surfaces, may affect the result. VARINEX will notify the Customer of an import or conversion problem if it identifies one.

**3.3.** If a file contains multiple independent bodies, nested components or an assembled mechanism, the Customer must disclose this and specify the required quantity, movement, clearance, post-processing and cleaning requirements. VARINEX may price such bodies as separate Manufactured Items or reject them as non-manufacturable.

**3.4.** The Customer must respond to VARINEX's technical questions and approval requests within a reasonable time. A delayed response extends the performance period by at least the duration of the delay and any additional time reasonably required for rescheduling.

**3.5.** The Customer must specify the order of priority to be applied where data conflict. Unless otherwise agreed, the order is: the signed or accepted Manufacturing Specification; the dimensioned technical drawing; the approved 3D model; written e-mail or notes; and other references. VARINEX will seek clarification if it identifies an apparent inconsistency.

**3.6.** Before manufacturing begins, the Customer must indicate whether a file contains export-controlled technical data, a trade secret, personal data, health data, a state secret or information subject to a special security classification. VARINEX will accept such data only under separately agreed security and data-processing conditions.

## **4. File repair, orientation and technological modifications**

**4.1.** VARINEX may apply automated or manual file repair for manufacturing purposes where this merely corrects a technical error and does not alter the nominal external geometry beyond the accepted tolerance. Such repair may include correcting inverted normals, closing a small hole or removing a redundant surface.

**4.2.** VARINEX may make a modification that materially affects geometry, dimensions, a functional surface, a hole, wall thickness, fit or aesthetics only with the Customer's prior approval. Approval may be given through a new file version, screenshot, marked-up drawing or another clear Durable Medium.

**4.3.** If orientation is not specified, VARINEX will select it by balancing manufacturability, surface quality, support material, mechanical properties, cost and lead time. If orientation is functionally or aesthetically critical, the Customer must record it in the specification.

**4.4.** Without the Customer's consent, VARINEX may not replace an expressly accepted technology or material in a manner that affects an essential characteristic of the Manufactured Item. An equivalent batch or supplier substitution may be made only where the specification, certification and applicable law permit it.

**4.5.** If VARINEX identifies an unforeseeable technical obstacle during manufacturing, it will suspend the work, inform the Customer and propose an amended solution, price or deadline. An amendment becomes part of the contract only upon acceptance. If no reasonable solution exists, the unperformed part may be terminated and the corresponding advance payment must be refunded.

## **5. Materials, process characteristics and surface finish**

**5.1.** VARINEX uses the technology and raw material specified in the Manufacturing Specification. A material's trade name alone does not imply compliance with a particular standard or certification for food contact, biocompatibility, flammability, chemical resistance or any other characteristic. Such a requirement becomes contractual only if the specific grade, manufacturer's data sheet, batch certificate and accepted conformity documentation are identified.

**5.2.** Because additive manufacturing builds parts layer by layer and may involve post-processing, the surface, edges, holes, internal channels, colour and mechanical properties may be direction-dependent. Visible layer lines, support marks, powder or resin residue, minor surface texture, shrinkage, warpage, porosity and batch-to-batch shade variation may occur. These characteristics are not defects only to the extent that they remain within the accepted specification, reference and intended use.

**5.3.** Unless otherwise agreed, a colour designation refers to an approximate commercial colour and not to an instrumentally defined colour tolerance. A precise RAL, Pantone, CIE or sample colour, gloss level or surface roughness can be guaranteed only with a separately specified measurement method and limit value.

**5.4.** Post-processing—including support removal, sanding, polishing, chemical smoothing, painting, impregnation, heat treatment or machining—may alter dimensions, edges, colour and mechanical properties. The Customer must identify critical surfaces; VARINEX will record the permitted machining allowance or masking in the specification.

**5.5.** Typical material properties shown in the Webshop or data sheets may be indicative manufacturer data or test-specimen data and may not be identical to the properties of the particular Manufactured Item. For a specific mechanical, thermal, chemical or service-life requirement, the Customer must define test and acceptance criteria in advance.

## **6. Dimensional accuracy, tolerances and measurement**

**6.1.** The 3D model represents nominal geometry. Achievable tolerance is affected by technology, material, size, wall thickness, orientation, post-processing and measurement method. Contractual tolerances are only those stated in the Order Acceptance, Manufacturing Specification, approved drawing or a VARINEX data sheet expressly incorporated by reference.

**6.2.** The Customer must identify critical dimensions, geometric tolerances, fits, measurement points, measurement environment and acceptance method. Where fitness for the intended purpose cannot be assessed without these details, VARINEX will not finally accept the order until the parties have clarified the requirement.

**6.3.** Unless otherwise agreed, only dimensions marked “critical” in the specification must be verified by an individual measurement report. VARINEX may inspect other dimensions by sampling or process control. A complete first-article inspection, 3D scan comparison, CMM measurement or materials test is a separate service.

**6.4.** In the event of a measurement dispute, the parties will identify the measuring instrument, measurement method, fixturing, temperature, humidity and uncertainty. If the specification is silent, measurement performed using VARINEX’s calibrated or verified equipment in a customary industrial environment will be the primary basis for comparison, without prejudice to the Customer’s right to obtain evidence from an independent expert.

**6.5.** For repeat or series production, an earlier sample becomes a binding reference only if the parties identify it as an “approved reference sample” or “golden sample” and define its identification and storage conditions.

## **7. Intended use, design and engineering responsibility**

**7.1.** Before ordering, the Customer must disclose the planned use, loads, service life, environmental conditions, safety-critical nature and potential consequences of failure. In the absence of this information, VARINEX may treat the Manufactured Item as a general prototype or sample and gives no implied assurance of fitness for an undisclosed purpose.

**7.2.** Where the Customer determines the design and material, the Customer is responsible for the design’s functional suitability, strength, fatigue life, thermal and chemical performance, ergonomics and integration into the relevant system. VARINEX is responsible for manufacturing the item in accordance with the accepted specification and, exercising professional care, must warn of any evident and readily identifiable manufacturability or safety risk.

**7.3.** If the Customer separately orders design, simulation, topology optimisation, material-selection or validation services, the tasks, input data, assumptions, standards, deliverables and limits of responsibility will be set out in a separate work plan or quotation. In the absence of such a service, a technology recommendation is not a comprehensive design approval.

**7.4.** Before integrating or repeatedly using the Manufactured Item, the Customer must carry out acceptance, functional, load and safety testing proportionate to the relevant risk. Testing performed by

VARINEX does not replace validation of the Customer's end product or system, unless the parties expressly agree otherwise.

## 8. Regulated products, product safety and conformity

**8.1.** For each order, the parties must clarify whether the Manufactured Item is a consumer product, component, semi-finished product, prototype, research sample or regulated end product, and which party qualifies as manufacturer, importer, distributor or another economic operator under the applicable product legislation.

**8.2.** Neither 3D printing nor a material manufacturer's data sheet, by itself, establishes CE conformity, type approval, medical-device conformity, food-contact approval, biocompatibility, airworthiness or any other regulatory certification. Such a requirement may be undertaken only under a separately defined written package covering documentation, manufacturing, traceability and testing.

**8.3.** The Customer must clearly identify in advance any medical-device, dental, pharmaceutical, food-contact, toy, personal-protective-equipment, pressure-equipment, construction, electrical, automotive, railway, aviation, space or other safety-critical application. VARINEX accepts such an order only subject to separate conformity and quality-assurance conditions.

**8.4.** If the Manufactured Item is placed on the market as a consumer product, the parties will cooperate in fulfilling the requirements of Regulation (EU) 2023/988 on general product safety and applicable sectoral legislation concerning risk assessment, identification, manufacturer information, warnings, safety information, technical documentation, traceability and, where necessary, corrective action. The contract may not transfer an obligation that mandatory law assigns to a particular party.

**8.5.** The Customer may not market the product with any claim, certification or intended use that VARINEX has not accepted and that is not supported by documentation. VARINEX's name, trade mark, certificate or test result may be used only within the agreed scope.

**8.6.** In the event of a recall, safety incident or regulatory enquiry, the parties will inform each other without delay, preserve the relevant data and cooperate in reducing the risk. Costs will be borne in accordance with the parties' responsibility and applicable law.

## 9. Prohibited and restricted orders; export controls

**9.1.** VARINEX will not manufacture any object or component whose manufacture, possession, transfer or use is unlawful, or that is manifestly intended to facilitate a criminal offence, violence, unauthorised entry or circumvention of a security system.

**9.2.** VARINEX may in particular refuse to manufacture a firearm, essential firearm component, suppressor, ammunition, explosive device, prohibited weapon, hazardous chemical or biological dispersal device, counterfeiting device, unauthorised key or lock-opening device, or unlawful surveillance or access device. A lawful dual-use order for industrial, research or public-authority purposes may be subject to separate licence and end-user verification.

**9.3.** The Customer must comply with the sanctions, export-control and dual-use rules of the European Union and Hungary concerning products and technical data, in particular Regulation (EU) 2021/821. On request, the Customer must provide the end user, country of destination, end use, customs tariff code, export-control classification and relevant licence.

**9.4.** VARINEX may suspend performance while conducting a compliance review and may lawfully refuse an order where there is a risk involving a prohibited person, country or end use, or a transaction that requires

but lacks a licence. The Customer bears costs and loss resulting from a false declaration in accordance with the liability provisions.

## 10. Intellectual property, warranty of title and licence

**10.1.** The Customer retains its rights in its Manufacturing Data. For the term of the contract, the Customer grants VARINEX and its lawful subcontractors a non-exclusive, non-transferable licence—except for sublicensing to a subcontractor to the extent necessary—to use the Manufacturing Data for calculation, technical review, manufacturing, quality control, delivery and claims handling.

**10.2.** The Customer represents and warrants that it is entitled to provide, reproduce and adapt the Manufacturing Data and to have the Manufactured Item produced, and that doing so does not infringe copyright, patent rights, utility-model or design rights, trade marks, trade secrets, personality rights or a contractual confidentiality obligation.

**10.3.** If a third party asserts a claim arising from the Manufacturing Data, VARINEX will notify the Customer without delay. A Business Customer must reimburse any amount finally awarded or paid under a settlement approved in advance, together with reasonable defence costs, to the extent resulting from the Business Customer's culpable infringement, provided that VARINEX cooperates in the defence and permits the Customer meaningful participation. A Consumer's liability is governed by mandatory law and the general rules of civil law.

**10.4.** VARINEX's own manufacturing methods, parameters, support strategies, fixtures, build layouts, software settings, templates, know-how and general developments remain the property of VARINEX. The Customer receives the finished Manufactured Item and the documents expressly agreed for delivery; source files, build files and process files are supplied only under a separate agreement.

**10.5.** VARINEX may use the Manufactured Item, model, image, company name or project description for references, exhibitions, education or marketing only with the Customer's prior express consent. Anonymised, non-reversible process statistics may be used to improve the service without prejudice to trade secrets or personal data.

## 11. Price, additional work and payment

**11.1.** The price applies to the accepted file version, quantity, technology, material, orientation, tolerances, post-processing, inspection, packaging and deadline. A modification requested by the Customer or the completion of previously missing information may require a new calculation and schedule.

**11.2.** VARINEX will perform chargeable additional work only with the Customer's prior approval, except for a reasonable measure immediately necessary to prevent more serious damage or a safety risk. The approval must state the additional fee or its method of calculation and the effect on the deadline.

**11.3.** If a new production run, loss of material or additional machine time becomes necessary during manufacturing for a reason attributable to the Customer—for example because of a defective file, an incorrect unit of measurement or a subsequent modification—the Customer bears the documented and reasonable cost, provided that VARINEX could not have identified the issue earlier through the technical review reasonably expected of it.

**11.4.** The payment schedule is specified in the quotation or Order Acceptance. VARINEX may require an advance payment, full prepayment or an approved credit facility. Title remains with VARINEX until the full consideration has been paid.

**11.5.** If a Business Customer is in default, VARINEX is entitled to default interest, the statutory recovery-cost lump sum, suspension of work and delivery, and termination after an appropriate additional period has expired. Only mandatory and fair terms may be applied to a Consumer.

## **12. Modification, cancellation and suspension of manufacturing**

**12.1.** Before the contract is concluded, the Customer may withdraw its offer in accordance with the Webshop GTC. After conclusion of the contract, an order for a Custom Product may be cancelled only with VARINEX's consent because the Manufactured Item is made on the Customer's instructions and, as a general rule, a Consumer has no 14-day right of withdrawal without giving reasons.

**12.2.** Upon a cancellation request, VARINEX will make reasonable efforts to stop manufacturing and procurement. The Customer must reimburse the documented work performed up to suspension, materials used or no longer cancellable, and external commitments. In the case of a Business Customer, VARINEX may also claim a reasonable portion of lost contribution margin, but the total claim may not exceed the net order value. Only lawful, transparent and proportionate costs may be charged to a Consumer.

**12.3.** A request to modify geometry or the specification after manufacturing has begun constitutes a new order or a contract amendment. VARINEX will inform the Customer whether the work in progress can be used and of the cost, scrap and lead-time consequences of the modification.

**12.4.** VARINEX may suspend or terminate the work if the Customer fails to cooperate, is in payment default, if unlawful or dangerous use is suspected, or if manufacturing is objectively impossible. VARINEX will inform the Customer in writing of the reason for suspension and the action required.

**12.5.** If performance becomes impossible for a reason for which neither party is responsible, the parties will account for work usefully performed and refund any amount no longer due. If impossibility is attributable to either party, liability is governed by the Civil Code.

## **13. Deadline, packaging, delivery and transfer of risk**

**13.1.** The performance period begins when all conditions in Clause 2.4 have been satisfied. A deadline is estimated where the quotation so indicates; it is binding only if expressly accepted as such. An urgency surcharge does not in itself mean that VARINEX guarantees the overall project deadline for integration into the Customer's system.

**13.2.** VARINEX uses appropriate packaging suited to the nature of the Manufactured Item. Any special clean-room, ESD, moisture, impact, temperature, individual labelling or returnable-packaging requirement must be recorded in the specification.

**13.3.** The delivery method, Incoterms® rule, cost and transfer of risk are determined by the Order Acceptance or the Webshop GTC. In the case of a Consumer, risk generally passes upon actual receipt of possession.

**13.4.** Upon receipt, the Customer must record any damage to the package on the carrier's document and, where possible, photograph it. Failure to do so does not extinguish a Consumer's mandatory rights but may make a claim against the carrier more difficult to prove.

**13.5.** If the Customer delays acceptance, VARINEX may store the Manufactured Item with due care at the Customer's cost and risk and, after an additional period, may sell or destroy it or terminate the contract in

accordance with the law. In relation to a Consumer, prior clear notice and a proportionate procedure are required.

## 14. Quality control, acceptance and notification of defects

**14.1.** VARINEX performs the inspection specified in the Manufacturing Specification. In the absence of a specified inspection, it applies customary in-process and final quality control, which does not constitute a comprehensive dimensional, material or functional inspection.

**14.2.** The Customer may request first-article approval, a production sample, certificate, material certificate, measurement report, 3D comparison or independent testing. The content, sampling, acceptance limits, cost and effect on the deadline must be stated in the contract.

**14.3.** A Business Customer must inspect the Manufactured Item upon receipt and notify VARINEX in writing, quoting the order identifier and providing photographs and measurement data, of any discrepancy in quantity or packaging and any quality discrepancy discoverable by reasonable inspection within five business days, and of a latent defect within five business days after discovery. For a Consumer, these periods are recommendations only and do not restrict mandatory rights.

**14.4.** The Customer may not alter, destroy or continue using a disputed Manufactured Item in a manner that prevents inspection or increases the loss, except for action necessary to protect persons or property. VARINEX must be given a reasonable opportunity to inspect the item on site or after return.

**14.5.** In a quality dispute, the approved file version, specification, reference sample, measurement method and condition at delivery are the primary points of reference. The parties may jointly appoint an independent expert; the cost will be borne in proportion to responsibility or as agreed in advance.

## 15. Defective performance and remedies

**15.1.** In the event of defective performance, VARINEX will provide repair, post-processing, remanufacture, replacement, a price reduction or refund as required by mandatory law and technical feasibility. The order and conditions of a Consumer's remedies are governed by the Webshop GTC and consumer-protection legislation.

**15.2.** For a Business Customer, VARINEX will primarily, at its option, repair or remanufacture the affected Manufactured Item, provided that this can be completed within a reasonable period and without disproportionately prejudicing the Customer's interests. If this is impossible, repeatedly unsuccessful or disproportionate, an appropriate price reduction or refund of the affected item's price may be applied.

**15.3.** VARINEX bears the reasonable delivery, material and labour costs of satisfying a justified warranty claim. For an unjustified claim or a claim attributable to the Customer, the reasonable and previously disclosed cost of inspection and return shipping may be charged to a Business Customer; it may be charged to a Consumer only as permitted by law.

**15.4.** The following do not constitute defective performance: a process characteristic within the specification; a deviation approved by the Customer; a deviation resulting from defective Manufacturing Data; lack of fitness for an undisclosed purpose; improper storage, installation, machining, sterilisation or chemical or thermal exposure; natural wear or ageing; or modification by a third party, provided that VARINEX's own breach did not contribute to the defect.

**15.5.** The cost of a repair performed by the Customer or engagement of a third party may be charged to VARINEX only for urgent mitigation of loss or with VARINEX's prior consent. A Consumer's statutory rights may differ and take precedence.

## 16. Confidentiality, data processing and subcontractors

**16.1.** “Confidential Information” means any non-public technical, commercial, financial, manufacturing or personal information that a party marks as confidential or whose confidential nature is clear from the circumstances. The receiving party may use it only to perform the contract and must protect it with at least the same care as it applies to its own similar information and, in any event, with no less than reasonable care.

**16.2.** Information is not Confidential Information if it is lawfully public; was demonstrably already known to the receiving party; was lawfully obtained from a third party without a confidentiality obligation; or was independently developed without use of the Confidential Information. Where disclosure is required by a public authority or court, the receiving party will, where lawful, give prior notice to the other party and disclose only the information required.

**16.3.** The confidentiality obligation continues for five years after termination of the contract and, for a trade secret, for as long as it remains legally protected. Any stricter terms of a separate non-disclosure agreement prevail.

**16.4.** VARINEX may engage a suitable subcontractor, material supplier, laboratory or logistics provider for performance but remains liable to the Customer for the subcontractor as if VARINEX had acted itself. A subcontractor may access only the information necessary and must be bound by appropriate confidentiality, data-protection and security obligations.

**16.5.** Processing of personal data is governed by VARINEX’s privacy notice and, where necessary, a separate data-processing agreement. A customised model containing health, biometric or other special-category personal data may be supplied only under a prior agreement covering legal basis, security and retention.

**16.6.** VARINEX retains Manufacturing Data for as long as necessary for calculation, contracting, manufacturing, quality assurance, legal claims and mandatory retention. VARINEX is not required to act as the Customer’s long-term archive. Deletion or return may be requested subject to statutory retention, backups and pending claims.

## 17. Tools, auxiliary materials, samples and manufacturing documents

**17.1.** General supports, build-platform layouts, fixtures, auxiliary geometry, software preparation, manufacturing parameters and internal quality documents remain the property and know-how of VARINEX, even where their cost is partly reflected in the price.

**17.2.** Ownership, storage, maintenance and service life of a physical tool, template or inspection fixture created specifically for the Customer for a separate fee are governed by the individual contract. In the absence of such a provision, title remains with VARINEX and the Customer receives a right to use it for related orders.

**17.3.** Scrap, support material, detached test specimens, used build platforms and other manufacturing residue are the property of VARINEX and may be recycled or destroyed in accordance with the law, unless the Customer has lawfully requested their return in advance and agreed to bear the handling cost.

## 18. Liability and indemnification

**18.1.** In relation to a Consumer, VARINEX bears full liability as required by mandatory law; the limitations in this Clause 18 applicable to Business Customers do not affect a Consumer's mandatory rights.

**18.2.** In relation to a Business Customer, VARINEX is liable for proven, direct loss caused by breach of contract that was foreseeable when the contract was concluded. VARINEX's aggregate liability is limited to the net price of the affected order or production batch. VARINEX is not liable for loss of profit or revenue, production downtime, loss of contract, loss of data, loss of reputation or any other indirect or consequential loss.

**18.3.** Clause 18.2 does not apply to intentional or grossly negligent conduct; a breach causing harm to life, physical integrity or health; mandatory product liability; culpable infringement by VARINEX of confidentiality or intellectual-property rights; or any liability that may not lawfully be excluded or limited.

**18.4.** VARINEX is not liable for loss arising from the Customer's defective design or data, an undisclosed intended use, installation or use contrary to the specification, inadequate end-product validation, modification by a third party or unlawful marketing by the Customer, except to the extent that VARINEX's own breach contributed to the loss.

**18.5.** A Business Customer must indemnify VARINEX against any third-party claim arising from the Customer's culpably unlawful design, unauthorised Manufacturing Data, concealed regulated use, unlawful marketing or export-control declaration, provided that VARINEX gives prompt notice of the claim, does not obstruct the defence and fulfils its duty to mitigate loss.

**18.6.** Each party must prevent and mitigate loss. An injured party may not recover loss that it could have avoided by taking reasonable measures.

## 19. Force majeure

**19.1.** "Force Majeure" means an event beyond a party's reasonable control that was unforeseeable when the contract was concluded and could not reasonably have been prevented, including in particular a natural disaster, fire, war, terrorist act, regulatory prohibition, strike, public-health restriction, or critical disruption to energy, network, machine or raw-material supply, provided that the affected party was unable to perform despite prudent operational planning.

**19.2.** The affected party must notify the other party without delay of the expected effect and duration and take all reasonable measures to reduce the consequences. The deadline is extended by the actual duration of the impediment and the time reasonably required for restart.

**19.3.** If the impediment lasts for more than thirty days, either party may terminate the unperformed part. The parties will account for any conforming and independently usable part already performed, and any advance payment no longer due must be refunded. A Consumer's mandatory rights remain unaffected.

## 20. Term, termination and surviving provisions

**20.1.** The Manufacturing Terms apply from conclusion of the relevant contract until it has been fully performed and settled. For repeat orders or a framework agreement, each call-off is governed by the version in force when that call-off is accepted or by the version specified in the framework agreement.

**20.2.** In the event of a material breach, the injured party may allow an appropriate additional period for performance and, if that period expires without remedy, terminate the unperformed part of the contract.

The contract may be terminated without an additional period where the breach is incapable of remedy, the basis of trust has fundamentally ceased to exist or the law otherwise permits termination.

**20.3.** Termination does not affect fees already due, claims for damages or warranty claims, or provisions on confidentiality, intellectual property, liability, data retention and dispute resolution that by their nature are intended to survive.

## 21. Governing law and dispute resolution

**21.1.** The contract is governed by Hungarian law. In a cross-border consumer contract, this choice of law does not deprive the Consumer of the protection of mandatory provisions of the state of the Consumer's habitual residence that cannot be derogated from by agreement.

**21.2.** The parties will first seek to resolve any dispute through technical and commercial consultation. The Webshop GTC govern a Consumer's rights concerning complaint handling, conciliation boards and court proceedings.

**21.3.** For a pecuniary dispute with a Business Customer, the parties agree—where permitted by law—to the exclusive territorial jurisdiction of the court having subject-matter jurisdiction for VARINEX's registered office. This does not affect mandatory or exclusive jurisdiction or an order-for-payment procedure.

**21.4.** If any provision is invalid or unenforceable, the remaining provisions remain in force. The parties will replace the invalid provision with a valid rule that, within lawful limits, most closely achieves its economic and technical purpose. In the event of doubt, a consumer term must be interpreted in favour of the Consumer.

## Annex A – Manufacturing Specification data sheet

### Use

This data sheet may be attached to the Order Acceptance. A field that does not apply should be marked "N/A"; a requirement still to be clarified should be marked "OPEN". Manufacturing may begin only after all critical open items have been resolved.

| Field                                 | Accepted data / reference |
|---------------------------------------|---------------------------|
| Order / project identifier            |                           |
| Customer and contact person           |                           |
| Manufactured Item name / part number  |                           |
| File name, version, date / hash       |                           |
| Unit of measurement and nominal scale |                           |
| Quantity / batch / recurrence         |                           |

| Field                                            | Accepted data / reference |
|--------------------------------------------------|---------------------------|
| Technology / machine class                       |                           |
| Exact material designation / batch certificate   |                           |
| Colour / colour tolerance / reference            |                           |
| Orientation and critical surfaces                |                           |
| Layer thickness / resolution                     |                           |
| Post-processing / surface / roughness            |                           |
| Critical dimensions and tolerances               |                           |
| Geometric tolerances / fits                      |                           |
| Measurement method / equipment / environment     |                           |
| First article / reference sample / sampling      |                           |
| Material or functional testing                   |                           |
| Intended use and loads                           |                           |
| Safety-critical or regulated use                 |                           |
| Legislation / standard / certification           |                           |
| Economic-operator roles and marking              |                           |
| Traceability / documentation / retention         |                           |
| Packaging / labelling / cleanliness              |                           |
| Place of performance / Incoterms® / deadline     |                           |
| Price / payment schedule / validity              |                           |
| Special confidentiality or data-processing terms |                           |
| Customer approval / date                         |                           |

| Field                   | Accepted data / reference |
|-------------------------|---------------------------|
| VARINEX approval / date |                           |

## Annex B – Uploader and Customer declaration

**B.1.** By submitting the order, the Customer declares that:

- the uploaded file, unit of measurement, version and quantity are correct and were checked by the Customer before manufacturing began;
- the Customer is entitled to use the Manufacturing Data and to have the Manufactured Item produced;
- the order does not infringe any law, sanction, export-control rule or third-party right;
- the intended use, critical dimensions, loads, environment and any regulated use have been disclosed in full;
- the Customer acknowledges that additive manufacturing involves inherent process characteristics and that contractual conformity must be assessed against the accepted specification;
- the Customer acknowledges that VARINEX's manufacturability review is not a complete design review or regulatory conformity assessment, unless separately ordered;
- as a Consumer, the Customer acknowledges that the 14-day right of withdrawal without giving reasons does not apply to a Custom Product manufactured on the Customer's instructions;
- any special-category personal data or protected technical data were supplied only under a separate prior agreement.

| Acceptance details            | Recorded value |
|-------------------------------|----------------|
| Order / project identifier    |                |
| Customer name / company       |                |
| Method and time of acceptance |                |
| Signature, if on paper        |                |

## Annex C – Typical additive-manufacturing characteristics

### Rule of interpretation

The characteristics below are neither automatically defects nor automatically acceptable. They must always be assessed against the accepted specification, reference, tolerance and intended use, and against VARINEX's mandatory professional and legal responsibilities.

| Characteristic                            | Possible appearance and contractual treatment                                                                                  |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Layer lines and stair-stepping</b>     | Visual and tactile texture varying with build direction and surface angle.                                                     |
| <b>Support marks / contact surfaces</b>   | After support removal, a different texture, minor marks or traces of post-processing may remain.                               |
| <b>Anisotropy</b>                         | Mechanical properties may depend on the manufacturing direction.                                                               |
| <b>Shrinkage / warpage</b>                | A material-, geometry- and thermal-process-dependent dimensional or shape change within the agreed tolerance.                  |
| <b>Porosity / internal inclusions</b>     | The inherent microstructure of some processes; density can be verified only through a separate requirement and test.           |
| <b>Holes and internal channels</b>        | They may be smaller than nominal and may be difficult to clean; critical dimensions and access requirements must be specified. |
| <b>Colour and gloss variation</b>         | May vary because of batch, material, post-processing and display settings; an exact requirement needs a measurable limit.      |
| <b>Edges and corners</b>                  | Rounding, burrs and effects of supports or sanding may occur.                                                                  |
| <b>Printed-in-place moving components</b> | Movement depends on clearance, powder or resin removal, and whether supports can be removed.                                   |
| <b>Effect of post-processing</b>          | Sanding, chemical smoothing, painting or heat treatment may alter dimensions and properties.                                   |

## Principal applicable legislation

*This list is for information only; mandatory legislation in force from time to time applies even if it is not listed here.*

- Act V of 2013 on the Civil Code;
- Act CVIII of 2001 on electronic commerce and information-society services;
- Government Decree 45/2014 (26 February) and Government Decree 373/2021 (30 June), for consumer contracts;
- Act CLV of 1997 on Consumer Protection and Decree 19/2014 (29 April) NGM;
- Act LVII of 1996 on unfair and restrictive market practices and Act LIV of 2018 on trade secrets;
- Act LXXVI of 1999 on Copyright and applicable industrial-property legislation;
- Regulation (EU) 2023/988 on general product safety;
- Regulation (EU) 2021/821 on export controls for dual-use items;
- Regulation (EU) 2016/679 (GDPR), where personal data are processed;
- Regulation (EC) No 593/2008 (Rome I) and Regulation (EU) No 1215/2012 (Brussels I bis).