

## TERMS AND CONDITIONS FOR ONLINE SALES

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH 3D CIRCUITRY INC., OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

- 1. Applicability of Terms and Conditions.** These terms and conditions (these "Terms") shall apply to your purchase of products and related services through [www.circuitry3d.com](http://www.circuitry3d.com) (the "Site"). These Terms are subject to change at any time without prior written notice by 3D Circuitry Inc. (referred to herein as either "Company," "we," "us," or "our"). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes made.
- 2. Product Warning.** Take great care while building your product. The use of our products may be dangerous if used without supervision; products should only be used as instructed. Soldering tools are hot and can exceed temperatures of 800 degrees Fahrenheit. DO NOT TOUCH THE ELEMENT OR TIP OF THE SOLDERING IRON; contact with skin may result in severe burns. Serious injury may result from improper use of products.
- 3. Online Orders.** When placing an order on our Site, you are effectively offering to purchase whatever products and services you select. We reserve the right to accept or reject any order in our own discretion. Your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

4. **Payment Terms.** All applicable prices are set forth alongside the goods and services offered on the Site. They may differ from the prices offered elsewhere (online or offline) by us for the same goods and/or services. Such prices are subject to change at any time by us in our sole discretion. Additionally, to the extent that we offer a promotion in connection with any particular item, the terms of such offer shall be set forth in a separate document that shall govern its applicability (and, in the event of a conflict herewith, be considered the governing document). You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.
  
5. **Shipping Information.** It is our responsibility to ship your accepted order to you at the address you provide when making the order. You will be responsible for all associated shipping & handling charges. Title and risk of loss pass to you upon delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. While we agree to use reasonable efforts to meet the shipping and delivery dates provided online, we shall not be responsible for any delays in shipments.
  
6. **Privacy Policy and Website Terms of Use.** Please review our Privacy Policy and Website Terms of Use, which can be found at <https://www.circuitry3d.com/policies>. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site. The Website Terms of Use governs your use of our Site in general.
  
7. **Representations & Warranties (R&Ws); Disclaimers; Limitations on Liability.**
  - (a) **Buyer's R&Ws.** You represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii) that you are buying goods or services from the Site for solely your own use, and not for resale or export.
  
  - (b) **Manufacturer's Warranty and Company's Disclaimers.** We do not manufacture (or direct the manufacture of) any of the goods or services offered on our Site in any way. The availability on our Site of goods and services does not constitute an affiliation with or endorsement of any of the goods or services or their manufacturer. As such, subject to applicable law, we are providing the goods and services to you "as is" without express or implied warranties of any kind (including without limitation any: (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage or trade, or otherwise). They are, however, covered by the manufacturer's warranty as

detailed in any product's description on our Site and included with our delivery of the goods and services. You can avail yourself of any of the manufacturer's warranties by following the instructions provided in their warranty agreement[s]. You acknowledge and agree that under no circumstances shall we be liable for any breach of the manufacturer's warranty claims and/or for any loss or damages that may arise out of the manufacturer's failure to honor its warranty obligations to you.

- (c) **Limitation of Liability.** IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

**OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.**

This limitation of liability shall only apply to the extent permitted by law.

- 8. No Third-Party Beneficiaries.** These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer any rights or remedies to any third party.
- 9. Force Majeure.** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.
- 10. Assignment.** Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.
- 11. Severability.** In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 12. Governing Law; Binding Arbitration.**
- (a) **Governing Law.** These Terms shall be governed by the laws of the State of Delaware without regard to its conflict of laws principles.

**(b) Binding Arbitration.** Subject to applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of arbitrators sitting in Delaware. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Delaware. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. With respect to any arbitration hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section (12) provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.

**13. No Waivers.** Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.

**14. Notices.** We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by any of the following means: (i) personal delivery, overnight courier, or registered or certified mail to: 3D Circuitry Inc. 919 North Market Street, Suite 950, Wilmington, DE 19801; or (ii) email, at [3dcircuitry@gmail.com](mailto:3dcircuitry@gmail.com).

**15. Entire Agreement.** These Terms, along with the confirmation email referenced in Section (2) above, any instructions that we provide you with relating to any product or service you obtain from us through the Site, any terms and conditions that may be provided in connection with any promotion or other sale, and our Site's 'Terms of Use' and 'Privacy Policy,' shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.