

Terms and Conditions

1. GENERAL

These user terms and conditions (hereinafter referred to as the “User T&Cs”) apply to any use of Colibrisodm, UAB website (hereinafter referred to as “Colibrisodm”), including – but not limited to – colibrisodm.com.

By using the Website, you accept to be subject to the User T&Cs. If you do not accept these User T&Cs, please do not use the Website any further. The registration as a user requires your express acceptance of these User Terms.

The Website is supplied by Colibrisodm, UAB, Registration code 305735188 whose address is at Kaunakiemio g. 1A – 23, LT – 44351 Kaunas. In these User T&Cs, the words “we”, “us” and “ours” refer to Colibrisodm, UAB. We offer this website, including all information, tools, and services available from this website, conditioned upon your acceptance of all the provisions stated here.

This document represents the legal binding between Colibrisodm and the user. We invite you to read these terms & conditions before using the provided services.

These User T&Cs are deemed to include all other operating rules, policies, and guidelines that are referred to herein or that we may otherwise publish on our Website (including rules, policies, and guidelines which may be amended from time to time), including without limitation Privacy Policy.

You may not access and use this site or accept the terms and conditions if you are not the legal age required under applicable law in your country.

This site and our services are designed for businesses and their representatives. We do not target individual users who seek to use our products and services for their personal and household purposes.

Any new features or tools which are added to the current Website shall also be subject to the T&Cs. You can review the most current version of the T&Cs at any time on this page. We reserve the right to update, change, or replace any part of these Terms and Conditions by posting updates or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

2. CERTAIN RESTRICTIONS

You are restricted from all of the following:

- sell, lease, transfer, assign, host, sublicense, or otherwise commercialize any Website material, whether in whole or in part.



- access the site and reverse engineer or copy algorithms to build a similar competitive website or service.
- to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam” or similar

3. COLIBRISODM USERS

- To gain full access to use the Website, you must create a profile and register as a user (hereinafter referred to as “Colibrisodm User”).
- You must be legal age in your country to become a Colibrisodm User.
- In order to become a Colibrisodm User, you need a password. You choose your own password, which must be used with your email address when logging on to the Website. The password is personal. It is your responsibility to ensure that any password you may use to access the service, does not fall into the hands of a third party, and agree not to transmit your password or user name, or lend or otherwise transfer your use of or access to the service, to any third party.
- We are entitled at any time, without notice and without prejudice, to delete, suspend or change your profile in the event of your violation of these User T&Cs or applicable law.
- You are not permitted to gain access or attempt to gain access to the parts of the Website requiring user registration if you are not a Colibrisodm User.

4. ACCOUNT TERMS

You are solely responsible for ensuring that these terms and conditions comply with all applicable laws, rules, and regulations, including local laws and international rules and regulations.

You also confirm that any 3D or 2D file uploaded to the website does not violate any local or international law or regulation, including those pertaining to firearms, or other standards in the industry. We retain the right at any time to block you from usage of the website, with or without notice, for conduct that is violating these T&Cs, for conduct that we believe is harmful for our business, or conduct where the use of the service is harmful to any other party.

5. SITE USAGE

Ordering

After submitting your 3D data to the website, you may choose from the list of available options, such as material, painting, or hole finishing. Some restrictions related to the thickness, material, color, and surfaces may apply.

We reserve the right to amend, modify, or change the specifications of any component if we deem that manufacturing the part according to your requirements is impractical, economically unfeasible, or otherwise has a negative impact on the resulting part.



If your order sum exceeds the maximum order value for automatic calculations, you will be informed about that after placing the order. We will validate the order and advise you of the order's status. There is no obligation to produce any Part unless we acknowledge acceptance of your order.

Because each item is custom-designed, you cannot cancel an order after it has been placed. If a customer requests a cancellation, Colibrisodm may, in its sole discretion, allow the cancellation and levy a fee not to exceeding 3% of the entire order value.

Before paying, you are solely responsible for assuring that the Specifications in the Quote and any information you provide in your order are correct and complete. After you have completed your order, you may not change or modify the parameters.

Cancellations

We retain the right to withdraw and/or cancel any Quote/order at any moment during the quotation, ordering, and manufacturing process if there are technical or other grounds (such as a concern about intellectual property ownership of the design or the legality of the Part) to do so. In such circumstances, we will refund the whole cost incurred for that Part, if any.

Price and technical limitations

The prices charged are computed with a certain level of accuracy based on best practices. Unless we have given consent to alternative standards in the Quote, Colibrisodm will produce your Part(s) in compliance with industry standards and norms.

Due to existing technological limitations, it may be difficult or economically unfeasible to produce certain Parts in line with your specifications. In such circumstances, we will make every effort to contact you to discuss viable options. In any situation, we and our partners have the right to adapt the process so that we can manufacture your parts. You agree to pay us any additional compensation (if any) resulting from this adoption.

6.SHIPMENT

Colibrisodm quotations will include an estimated date and price of shipment based on the provided data. The delivery terms generated by the on-demand manufacturing system provide a preliminary indication of the expected shipment date but do not bind us in any way. The anticipated shipment date depends on the working conditions at the time the agreement is signed and on the punctual delivery of the materials ordered by us and our partners for the performance of the project.

If a delay occurs for which Colibrisodm or our partners are not accountable for, as a result of the aforementioned working conditions or due to the delay in materials (ordered in time) supply, the shipment date will be extended if needed, and Colibrisodm will not be liable for such delay.

Unless differently agreed, all Parts sold are ex-works (Incoterms 2000). If you require delivery of the Parts other than ex-works, you must contact us to discuss your specific needs.



7. WARRANTY

Colibrisodm guarantees only that the component produced will substantially meet the features and specifications provided in 3D model and 2D drawing within the limitations of the production methods. You maintain sole legal responsibility for the design specifications and performance of the part that is the subject of this transaction.

We cannot guarantee that the 3D model and 2D sketch will be suitable for any particular use. Please, check the quality of the parts as soon as they are received. If the component was defective when you received it and you feel you are entitled to a replacement in accordance with the warranty outlined above, please notify us within (3) three working days (warranty period) after receipt.

If you contact us during the Warranty Period, we will replace any non-conforming Parts at our sole expense, provided that:

- We confirm in writing that we will accept such non – conformity.
- After we acknowledge your notice of non-conformance, you have returned the non-conforming Part(s) to us within three (3) working days.
- We will not accept returns unless you notify us within the warranty term. If you do not contact us during the warranty term, we will have no further duties regarding such components, and all purchases will be regarded final, and such parts may not be returned to us.

8. INDEMNIFICATION

You agree to recognize and hold Colibrisodm manufacturers, sponsors, partners, directors and employees harmless from and against, and to reimburse us with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (including reasonable related expenses, legal fees, fees of investigation) arising out of or relating to your breach of this agreement or use by you or any third party of the services.

9. UNENFORCEABLE PROVISIONS

If any part of this agreement is deemed to be defective or unenforceable under applicable law, such part will be ineffective to the extent of such invalid or unenforceable part only, without affecting the remaining parts of this agreement in any way.

10. TERM AND TERMINATION

We may terminate your right to access and use the services offered on the Website at any time for any reason without liability. If we do so, or if you elect to delete your profile, any rights granted to you herein will immediately cease. Section 2-8 will survive any termination of the User T&Cs.



11. APPLICABLE LAW AND VENUE

The User T&Cs are subject to the laws of the Republic of Lithuania, and, unless otherwise stated, the general rules of Lithuanian law apply in all relations between us and the Colibrisodm Users and the users of the Website. Any disputes, disagreements, or claims arising out of or relating to these T&Cs, or regarding the breach, termination, or validity thereof will be settled in Lithuanian courts in accordance with Lithuanian laws.

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