

Terms and Conditions

1. Definitions

Scanologics: the private company with limited liability

Client: the counterparty or client of Scanologics;

Agreement: every agreement concluded between Scanologics and the Client for the purchase of goods from Scanologics;

Conditions: these general Terms and Conditions

Scanologics is based in Amsterdam, Krijn Taconiskade 444, 1087 HW The Netherlands

2. General

The Terms and Conditions apply to all offers, products and services from the Scanologics web shop insofar as the Terms and Conditions have not been deviated explicitly and in writing by the parties.

The seller binding agreement is established by placing an order in the webshop.

General terms and conditions used by the Client or to which the Client may refer in any way are hereby explicitly rejected unless they have been explicitly accepted by Scanologics in writing. In the event of conflict between provisions of the Agreement and the text of the Terms and Conditions, the provisions of the Agreement prevail. Any deviations from the Terms and Conditions must be expressly agreed in writing. No rights can be derived from such deviations with respect to later legal relationships. If any provision of the Agreement or the Terms and Conditions is invalid or non-binding due to incompatibility with mandatory law, the Agreement and / or the Other Conditions remain in force, and the parties shall, in good consultation, replace the invalid and non-binding provision with another that does. is valid and binding, and the legal consequences of which are as far as possible approximate to those of the invalid and non-binding provision, also with regard to the nature and scope of the Agreement. Images and specifications of the Event offered by Scanologics are without obligation and are only intended to give a general impression of what Scanologics has to offer.

3. ScanLounge

The ScanLounge is a 3D scan installation with which 3D scans of visitors can be made on location. 3D photos are then taken of these scans. Through the webshop, the customer is given the opportunity to order a full-color figurine and have it printed. The full color 3D images are produced after order and payment and sent to the client or customers at home.

The scans that have been made are downloaded by us at least once a day via a fast internet connection so that we can process the recordings in our back office into printable 3D files and control the production. The customers are registered with the order prior to the scan.

Here, the necessary data is collected to be able to send the order and for aftercare. The data will not be provided to third parties. However, the data will be included in our database. The figurines are decorative in nature, we can not take responsibility for damage to the figurines after delivery. The point is that we can not replace figurines that have fallen from a cupboard, but if someone opens the package later and then finds that it has arrived damaged then this falls under the undamaged delivery guarantee.

Delivery

The customer receives the order, after confirmation of the order, within 5 weeks after the scan by post. In the event that the delivery time can not be met, pro active contact with the customer will be contacted. This can be picked up by us or by the client, and will be implemented in consultation with the contact person. The figurines are sent well packaged. In the unlikely event that a figurine is damaged or does not arrive at the customer, we will arrange for a suitable solution / subsequent delivery. On delivery of a figurine, customers receive instructions for use for a long-lasting pleasure of the figurine.

Returns

It is not possible to return ordered figurines. The order is so personal that it falls outside the applicable rules concerning the legal rules of return. The following exceptions apply: Products that are made "in accordance with the specifications of the consumer". The 3D images are a photorealistic 3D print of the individual. Products that are clearly personal in nature. For example photos of people, the 3D figurines or jewelry with a special engraving.

Payment

Due to the personal nature of the product, payment in full is done in advance.

Cancellation

An order that has already been taken into production can not be canceled.

Liability

Scanologics is never liable for any damage suffered by the Client or the Participant (s), except as provided below. Scanologics is only liable for the damage caused during or on the occasion of an attributable shortcoming in the performance of the Agreement. Scanologics is never liable for consequential damage, including wage costs and medical expenses, indirect damage, loss suffered, lost profit, lost income or other loss of business of the Client, regardless of the way in which it arose. Scanologics accepts no liability for damage for which the Client and / or a Participant is entitled to compensation on the basis of a possible contract by the Client or the relevant Participant (s) or a concluded insurance. The Client indemnifies Scanologics against claims by (a) Participant (s), which has or has suffered damage in connection with the performance of the Agreement except insofar as there is intent or deliberate recklessness on the part of Scanologics or its direct supervisors. The exclusions and / or limitations of Scanologics's liability included in this article also apply to employees of Scanologics, third parties engaged by Scanologics and service providers involved, as well as their personnel. Scanologics is never liable for the theft of property of (a) Participant (s). The foregoing provisions are without prejudice to any liability on the basis of mandatory law.

Intellectual property rights

The photographs, films or other materials or (electronic) files made by or on behalf of Scanologics in the context of an Event or the Agreement are the property of Scanologics, regardless of whether they have been made available to the Client or to third parties, unless otherwise agreed. Scanologics is authorized to publish these photographs, images or other materials or (electronic) files in any way it wishes to use, to make public and / or to

reproduce. The Client indemnifies Scanologics against claims of Participants or third parties with regard to intellectual property rights in respect of photographs, films or other materials or (electronic) files made by or on behalf of Scanologics that were made or used in the performance of the Agreement. The Client and Participants are not permitted, subject to the prior written permission of the Scanologics management, to make visual material (photographs, films, etc.) in the context of the Event or the Agreement. Client and / or Participants must separately obtain written permission for the publication and / or reproduction of this visual material. Scanologics is at all times permitted to attach conditions to this permission (s). The Client and Participants are never permitted to make use of the intellectual property rights, including but not limited to copyrights, logos, word and / or figurative marks, which belong to Scanologics.