

Terms and Conditions

The following terms and conditions govern all transactions between 3D Imagine, LLC. concerning the 3D scanning, 3D printing, 3D design and 3D production of figurines and you ("You" or "Customer").

PAYMENT

Payment is due in full prior to 3D scanning, 3D printing and 3D Design.

SCANNING/PRINTING/DESIGN SERVICE

Figurines will be life-like but could have slight differences due to the 3D printing processes. Certain details may be omitted due to their fragility in 3D production. Due to the 3D printing process, there could be lines on the figurines from the 3D printing process.

Figurines are produced by a 3D printing process that consists of a sand-stone and binding material.

Figurines are fragile and should be treated that way.

Figurines are for display purpose only and are not toys and should be kept away from children.

Keep figurines out of the sun light and away from moisture. Colors and detailing on figurines may fade over time.

3D Prints in other material other than sand-stone may have 3D printing lines.

3D Imagine reserves the right to deny printing services and scanning services.

3D design services will be according to customer's requirements. A quote and estimated time of delivery will be provided. An written agreement will be required for design services to begin.

PICKUP/DELIVERY

Figurines can be picked up at the store or shipped direct to Customers. Delivery is estimated within 15-20 business days from the date of scan. Delivery times are not guaranteed. 3D Imagine will notify customer if significant delay.

REFUNDS/REPRINTS

Due to the personalization of the 3D Models, the cost of reprinting may not be cost effective and 3D Imagine reserves the right to refund the customer instead of reprinting.

CONSENT TO USE PERSONAL DATA

Customer represents that he or she has the right to agree to the reproduction of their likeness. Customer represents further that he/she is of legal age and able to enter into a contract or is the legal guardian or custodian of the minor being scanned / produced.

3D Imagine reserves the right to maintain the scan and likeness in all formats and derivatives and to use such for advertising, display, publication, or other purposes without limitation.

MISCELLANEOUS TERMS

Warranty

3D Imagine warrants that the printed model shall meet the features of the ordered model within the limitations of the 3D printing process.

Disclaimer of Warranties

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, 3D IMAGINE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY; OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Limitation of Liability

IN NO EVENT SHALL 3D IMAGINE BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL 3D IMAGINE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO 3D IMAGINE UNDER THIS AGREEMENT. The limitation of liability set forth in this Section shall not apply to (i) liability resulting from 3D Imagine's gross negligence or willful misconduct and (ii) death or bodily injury resulting from 3D Imagine's negligent acts or omissions.

Indemnification

Customer shall defend, indemnify and hold harmless 3D Imagine and 3D Imagine's Affiliates and its officers, directors, employees, agents, successors and permitted assigns from and against all damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Customer; and Customer's breach of the representation and warranty set forth in this Agreement.

Waiver

3D Imagines' failure to enforce any part of these Terms and Conditions shall not constitute a waiver of our right to later enforce that or any other part of these Terms and Conditions. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms and Conditions to be binding, we must provide you with a signed written notice of such waiver by 3D Imagine.

Circumstances beyond our reasonable control

3D Imagine shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of 3D Imagine including, without limitation, acts of God, flood, disaster, fire, hurricane, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, equipment breakdown or power outage.

Governing Law

This agreement and any matter or dispute arising out of or related to the subject matter of the agreement, shall be governed, construed, and enforced in accordance with the Laws of the State of Texas, without regard to its conflict of laws rules.

Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.