

Updated: 20/12/2024

General Overview

These Terms of Service constitute a legally binding agreement between Ex Situ Labs ("Provider") and any individual or organization engaging Ex Situ Labs for services or products ("Client"). By accessing or using Ex Situ Labs' services, the Client agrees to be bound by these Terms. A copy of these Terms will be included with all quotations and invoices in the form of a PDF.

1. Scope of Services

Ex Situ Labs offers the services listed on the "Services" page of its website (www.exsitulabs.nl) and as detailed in individual proposals or quotations. These Terms apply to all services provided unless otherwise stated in a written agreement.

2. Quotations and Agreements

- Quotations are based on the Client's specifications and are valid for 30 days unless otherwise stated.
- Acceptance of a quotation (in writing or verbally) constitutes acceptance of these Terms.
- Any changes to project specifications after quotation acceptance must be agreed upon via email by both parties.

3. Payment Policy

- Payment is due within 30 days of invoice issuance. Invoices will be issued upon delivery of the final product or service unless otherwise agreed.
- If payment is not received within 30 days, the client will receive a notice to settle the invoice. If payment is not received within a 7 day extended period, a late payment fee of 1% of the overdue amount per week may be applied until the balance is paid in full.
- Ownership of delivered services and products remains with Ex Situ Labs until payment has been received.
- For larger projects, Ex Situ Labs may require deposit payments prior to project start, which will be discussed beforehand and will be detailed in the quotation.

4. Copyright and Intellectual Property

- Ex Situ Labs retains all copyrights and intellectual property rights for any 3D models, renders, other media and replica's that are our own designs and work. As per copyright law / Creative Commons.
- Clients are granted a non-transferable, non-exclusive license to use the delivered services or products for the agreed-upon purposes. This license does not grant the right to create derivatives, reproduce, or redistribute the work without prior written consent.
- In cases where the Client provides materials for which they hold copyright ownership, the possibility of shared copyright and/or credit may be discussed and formalized in writing prior to project commencement.

5. File Handling and Confidentiality

- All client files and data are treated with confidentiality and securely stored for the duration of the project.
- Client-provided files (e.g., scanned data or 3D models not made by Ex Situ Labs) will be moved to secure local data vault within 30 days after project completion and retained for 2 years unless otherwise agreed in writing. Secure deletion of these files will occur after the retention period. The client will receive an email 1 week prior to deletion.
- Client-provided files (e.g., copyrighted scan data or 3D models not made by Ex Situ Labs) will not be shared with third parties without explicit consent.

6. Quality

- Finished works and/or products are inspected before delivery. Variations in materials or techniques may result in minor deviations from initial designs. These deviations are not considered defects unless they impact functionality.
- If the quality of the delivered works and/or product does not meet the Client's expectations or the agreed-upon specifications, the Client must notify Ex Situ Labs within 7 days of project delivery. Upon notification, Ex Situ Labs will assess the issue and, if necessary, work with the Client to resolve the matter, which may include adjustments, touchups, reprints, or other reasonable actions as determined on a case-by-case basis.

7. Social Media and Publicity

- Ex Situ Labs reserves the right to share project-related information, images, or updates on its website and social media channels after project completion.
- During the course of the project, Ex Situ Labs may post sneak peeks or progress updates on its platforms. Care will be taken to ensure no confidential or sensitive material is shared without prior Client approval.
- If the Client wishes to restrict Ex Situ Labs from sharing specific aspects of a project during the runtime of the project, this must be communicated and agreed upon in writing before the start of the project.

8. Client Obligations

- The Client must provide accurate and complete project details, if applicable, files for 3D printing must be suitable for their purpose. Models that are deemed unfit for printing (in either Resin or FDM) can be repaired or altered by Ex Situ Labs under their '3D Repair' service, which will be discussed with the Client beforehand.
- Corrections or updates to project specifications must be communicated promptly. Changes submitted less than 24 hours before the project starts may not be accommodated and could incur additional fees. Additionally, alterations requested before a specific part of the project is carried out (e.g., change painting scheme or color), must be done so prior to starting said part of the project. If purchases have been made prior, these will be added to the final invoice.
- The Client warrants and guarantees that all files provided to Ex Situ Labs are legally acquired, free of any copyright restrictions, unless authorized for commercial use (in which case, attribution to the copyright owner(s) may be required), including the use by Ex Situ Labs in the performance of the agreed-upon services. Files with usage restrictions (e.g., non-commercial licenses) must not be provided unless the Client has obtained explicit written permission from the copyright holder. Inability to provide such permission may prevent Ex Situ Labs from fulfilling the Client's request. The Client assumes full responsibility for any legal consequences arising from the provision of such files.

9. Project Timelines and Delivery

- Delivery dates are estimates. Ex Situ Labs will make all efforts to adhere to timelines but cannot be held liable for delays caused by unforeseen external factors such as natural disasters and delivery and postal service delays.
- In case of delays, Ex Situ Labs will notify the Client as soon as possible with an updated timeline.

10. Damage and Liability

- Ex Situ Labs is not responsible for damages incurred during shipping or due to improper handling by the Client.
- In the event of damage during the production process, Ex Situ Labs will promptly inform the Client and discuss resolutions, which may include adjustments, replacements, or refunds as appropriate.

11. Privacy Assurance

- Personal and project-related information is collected solely for fulfilling the agreement and is not sold, shared, or disclosed to third parties without prior consent.
- Ex Situ Labs complies with data protection laws, such as GDPR, to safeguard personal information. More information regarding privacy can be found in our privacy agreement.

12. Termination and Cancellation

- Either party may terminate the agreement in writing. The Client is responsible for payment of work completed up to the termination date. Ex Situ Labs must be able to present all completed work.
- Cancellation after project commencement may result in additional charges based on the progress made.
- If Ex Situ Labs terminates the agreement, any unused portion of prepayments will be refunded to the Client.

13. Dispute Resolution

- In the event of a dispute, both parties agree to make reasonable efforts to resolve the matter amicably through negotiation.
- If no resolution is reached, either the affected projects will be terminated, or the dispute will be resolved through legal action in a court of competent jurisdiction within the Netherlands.

14. Special Conditions

Custom projects, such as fossil preparation and scientific research, may involve unique risks, extended timelines, or additional agreements. Such conditions will be detailed in a separate written agreement where applicable.

Ex Situ Labs reserves the right to update these Terms at any time. Changes will be communicated via email. Continued use of our services constitutes acceptance of the updated Terms.