



ADDITIVE MANUFACTURING.

TERMS AND CONDITIONS

Welcome to our Drip services! Before using our services, please read the following terms and conditions carefully. By using our services, you agree to be bound by these terms and conditions.

1. WEBSITE TERMS OF USE

1. This sets out the terms of use Drip Addictive Manufacturing website, registered as **DRIPAM (Pty)Ltd** and trading as **Drip Additive Manufacturing** (Drip), about the access and use of the information, products, services, and functions provided by **www.dripam.com** (The Website).
2. Should anyone who accesses the website disagree with any of the terms, such users must refrain from using/accessing the website and purchasing any goods or services.
3. **Purchasing goods and using this website and services will be considered as acceptance of all terms and conditions.**
4. If you are undertaking the age of 18 (eighteen), you must obtain consent, authorization, and permission from your parents and or legal guardian.
5. Drip reserves the right, in its sole discretion, to amend and or replace any of or the whole of the Terms and Conditions. Such amendments shall supersede and replace any previous Terms and Conditions and shall be made available on this website. Each time a user accesses the website and or uses the services, the user shall be deemed to have consented, by such access and or use, to the Terms, as amended and or replaced by Drip from time to time. If you are not satisfied with the amended Terms, you must refrain from using the website and or making purchases.
6. Drip will provide prior notes about where collected personal information is and provide the purpose for which such information is collected is affected by any intended and or amendments.

7. Please contact Drip at info@dripam.com should you require clarity on any of the Terms.

2. CONTENT OF THE WEBSITE

1. Drip reserves the right to make improvements, to change, or to discontinue, without notice, any aspect or feature of the website and any information or content on the website.
2. Drip reserves the right to change and amend the products, prices, and rates quoted on this website without notice.
3. Drip may use the services of third parties to provide information on the website. Drip has no control over this information and makes no representations or warranties of any nature to its accuracy, appropriateness, or correctness. The user agrees that information is provided "as is" and that Drip and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, however these may arise.
4. Drip makes no representations or warranties, whether express or implied, as to the accuracy, completeness, or reliability of any information, data, or content on the website, including and or without limitation:
 1. Drip does not guarantee that the website information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Drip expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.

3. LINKED THIRD-PARTY WEBSITES AND THIRD-PARTY CONTENT

1. Drip may provide links to third-party websites on the Website. These links are provided to the user for convenience purposes only and Drip does not endorse, nor does the inclusion of any link imply Drip's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
2. While Drip tries to provide links only to reputable websites or online partners, Drip cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Drip. Drip is not responsible for and gives no warranties or makes any

representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website (*www.dripam.com*).

3. Drip may provide links to third-party websites on the Website. These links are provided to the user for convenience purposes only and Drip does not endorse, nor does the inclusion of any link imply Drip's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
4. You agree that Drip shall not be held liable, directly or indirectly, in content, the use or inability to use or access any linked website or any link/s contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third-party website.

4. USAGE RESTRICTIONS

1. The user hereby agrees that they shall not themselves, nor through a third party:
 1. Copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licensee, encumbrance or in any other way deal with any part of the Website for any reason and in any manner unless it is consistent with the intent and purpose of these Terms;
 2. Decompile, disassemble, or reverse engineer any portion of the Website; write and/or develop any derivative of the Website or any other software program based on the Website;
 3. Modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications, and enhancements shall be the property of Drip;
 4. Without Drip's prior written consent, provide, disclose, divulge, or make available to or permit the use of or give access to the Website by persons other than the user;
 5. Remove any identification, trademark, copyright, or other notices from the Website;
 6. Post or transmit ,by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-

explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or not withstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

5. SECURITY

1. In order to ensure the security and reliable operation of the services to all Drip's users, Drip hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
2. Utilizing the Website in any of the following ways is not allowed; any manner which may compromise the security of Drip's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorized access to the Website, or delivering or attempting to deliver any unauthorized, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Drip suffer any damage or loss, civil damages shall be claimed by Drip against the user.

6. INTELLECTUAL PROPERTY RIGHTS

1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:
 1. "Intellectual property rights "means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under license by Drip, now or in the future, including without limitation, Drip's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
 2. All copy right and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property

of, or are licensed to, Drip and as such are protected from infringement by local and international legislation and treaties.

3. By submitting reviews, comments and/or any other content (other than your personal information) to Drip for posting on the Website, you automatically grant Drip and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this license, you retain all rights in such content.
4. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
5. No proprietary material from this website may be duplicated or retransmitted without Drip's clear written consent.
6. Whether or not copyright is present, the user understands that Drip is the owner of all content on the website (unless another party is identified as the owner), including confidential information, and that the user has no ownership rights or interests in any of the content.
7. Drip grants you permission to access, view, copy, temporarily download to a local drive, and print all or any portion of the content on this website, provided it is used solely for non-commercial, personal, and informational purposes.
8. The user agrees that Drip is the owner of all content on the website, whether or not it contains confidential information, and that the user has no ownership rights, title, or interest in any of the content, regardless of whether copyright is in place.
9. Drip grants you permission to access, view, copy, temporarily download to a local drive, and print all or any portion of the content on this website, provided it is used solely for non-commercial, personal, and informational purposes.

7. RISK, LIMITATION OF LIABILITY AND INDEMNITY

1. The user bears all responsibility and risk of loss arising from the use of this website and the material on it. The user uses it and the information on it at his or her own risk.
2. Information transmitted over the internet, including email, is vulnerable to surveillance and interception. When transmitting information in this way, the user

assumes all risk. Drip shall not be responsible for any loss, injury, or damage that the user may sustain as a result of it. The user agrees to such verification should Drip think it is essential. Drip maintains the right to request independent verification of any information transmitted by email.

3. To the extent permissible by law:
 1. The use of, or inability to access or use, the content of the Website or any functionality thereof, or the information contained on the Website or of any linked website, shall not subject Drip, its affiliates, shareholders, agents, consultants, or employees to any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential, or punitive damages, however arising (whether in an action arising out of contract, statute, delict, or otherwise). This is true even if Drip knows or should reasonably have known or is expressly advised of such risks.
 2. The liability of Drip for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to Drip rectifying the malfunction, within a reasonable time and free of charge, provided that Drip is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of Drip. However, in no event shall Drip be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance, or use of it in combination with other computer software.
 3. You hereby release and forever indemnify Drip, and you also promise to keep Drip harmless from any and all losses, expenses, claims, and/or damages of any kind that Drip may incur or suffer as a direct or indirect result of:
 1. Your use of the website; any software, programs, and support services that you or any third-party access, use, or alter without Drip's permission or knowledge;
 2. Your inability to abide by any terms or other conditions that Drip may occasionally impose;
 3. Any regulations or orders from telecommunications authorities, providers of software or services for telecommunications, or

4. Any unavailability of, or interruption in, the service is beyond the control of Drip.
5. Regarding the availability, accuracy, and completeness of the website's material, Drip offers no guarantees or representations. You hereby specifically relinquish and waive any and all claims you may have against Drip for any losses you may incur as a result of Drip providing you with information that is unreliable, erroneous, or incomplete.
4. Drip takes no responsibility for any harm whether physical damage to self or area within which the printer is operated, the user is responsible for ensuring they have read and understood the user manual and all the instructions related to usage.

8. BREACH OR CANCELLATION BY DRIP

1. Drip may, without prior notice, terminate these Terms, restrict, or prohibit such user's access to the Website and its services, or demand specific performance of any obligation, whether the deadline for performance has passed. In either case, Drip's right to seek damages will remain unaffected. Drip may also seek remedies from third parties under these Terms, including getting an interdict:
 1. Breach of any of these Terms;
 2. In the sole discretion of Drip, use the Website in an unauthorized manner; or
 3. Infringe any statute, regulation, ordinance, or law.
2. Breach of these Terms entitles Drip to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Drip on an attorney and own client scale.

9. COMPLIANCE WITH SECTION 43(1) OF ECT ACT

1. In compliance with section 43 (1) of ECTA, the following details of the Drip are recorded:
 1. Full name: **Dripam (Pty) Ltd**
 2. Registration number: **2023/653207/07**
 3. Physical address: **67 Monument Road, Lyttleton, Pretoria**
 4. Telephone number: **+27 84 920 5364**
 5. Website address: **www.dripam.com**
 6. E-mail address: **info@dripam.com**
 7. Names of office bearers: **Marié Snyman, Jason Kearney**

10. COMPLIANCE WITH LAWS

1. You shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

11. NOTICES AND DOMICILE

1. Except as explicitly stated otherwise, any notices shall be given via email to the email address you have provided to Drip (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty-eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Drip may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to Drip. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices, or other communication required to be given in terms of the law, or these Terms may be given via electronic means and that such communications shall be "in writing." Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.
2. The laws of South Africa govern this website, and Drip designates the address listed above as its domicilium citandi etexecutandi for all purposes under these Terms and/or this agreement, including but not limited to legal process, notice, and any papers or communication of any kind.

12. GENERAL PROVISIONS

1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
2. All payments, whether by Drip or user, shall be made in South African Rands("ZAR").
3. This Website is controlled, operated, and administered by Drip from its office/s within the Republic of South Africa. Drip makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export

laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.

4. Drip does not guarantee constant, uninterrupted, or secure access to Drip services. A number of events beyond Drip's control may cause interference with the website's performance.
5. Any provision of these Terms that is determined to be unlawful, void, or unenforceable for any reason will be removed from the agreement, and the other sections will be enforced to the fullest extent permitted by law.
6. If Drip takes no action in response to a violation by you or others, this does not mean that Drip will forfeit its right to take action in response to further or comparable breaches.
7. Without Drip's prior written agreement, you will not be permitted to assign your rights under these Terms or transfer your obligations to any other party.
8. Any term, representation, warranty, promise, or similar item not listed below shall not bind any party, whether or not it was negligent in causing the contract.
9. The headnotes that accompany the paragraphs in these terms are here solely for reference and have no bearing on how any of the clauses they pertain to are interpreted.
10. Words that refer to the single can also refer to the plural and vice versa. Similarly, words that refer to the masculine gender can refer to women, and words that refer to persons can refer to corporations, partnerships, and unincorporated entities.
11. The whole understanding and agreement between Drip and you on the subject matter hereof is included in these Terms.

13. PRODUCT DISCLAIMER

1. The products have been designed for the specific use designated within their accompanying instructional materials or as displayed on the DRIP website. The products may not be used for unlawful uses or for uses not expressly stated in the instructional materials
2. Drip does not represent or warrant that the use of the products will have the results described in the accompanying documentation or that the information provided with any product is complete, accurate, or useful. You should test the product to determine its properties and suitability for your intended use.
3. CLIENTS NEED TO ENSURE THEY FOLLOW USER MANUAL EFFECTIVELY.
4. DRIP EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGE, INJURY, HARM, COST, EXPENSE, OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THIS PRODUCT. THIS PRODUCT IS PROVIDED ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, YOU ARE ADVISED TO SEEK LEGAL ADVICE TO DETERMINE IF THIS EXCLUSION APPLIES TO YOU.

5. DRIP WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY, WHETHER IN WARRANTY, CONTRACT, STRICT LIABILITY, TORT, OR NEGLIGENCE, FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THIS PRODUCT, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DAMAGE TO PROPERTY, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. IN NO EVENT WILL VISUAL WORKPLACE'S LIABILITY EXCEED THE VALUE OF THE PRODUCT(S) SOLD.
6. You agree to indemnify, hold harmless, and defend Drip, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the product.
7. YOU UNDERSTAND AND AGREE THAT THE USE OF DRIP'S PRODUCTS AND THE CIRCUMSTANCES IN WHICH THE PRODUCTS MAY BE USED MAY INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH. YOU FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES THAT YOU MAY INCUR AS A RESULT OF YOUR USE OF THE PRODUCTS. WILL NOT MAKE VISUAL WORKPLACE RESPONSIBLE FOR THE RISKS AND DANGERS INHERENT IN DANGEROUS SITUATIONS.
8. WARNING: NOT INTENDED FOR CHILDREN. Drip sells high quality 3D printers and equipment. The products sold are NOT intended for use by children.
9. The product liability disclaimer document states Drip's entire obligation with respect to the products. If any part of this disclaimer is determined to be void, invalid, unenforceable, or illegal, including, but not limited to the warranty disclaimers, liability disclaimers, or liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

14. RESPONSIBILITY

1. Drip assumes all liability for the transaction, including the sale of products and services supplied on this website, customer support and service, handling of disputes, and product delivery, subject to these Terms.
2. The purchaser and/or user assumes all responsibility for correct use of the product. The user is advised to read and fully understand the user manual and all other instructions related to use of the product to ensure that no harm is caused.

15. PRODUCTS, PAYMENT, DELIVERY AND RETURNS POLICY

1. PRODUCTS

1. Drip operates in the e-commerce industry and sells 3D printer accessories and our equipment.

2. PAYMENT OPTIONS AND CARD DETAILS

1. Payment may be made via Visa, Mastercard, Diners or American Express Cards or by bank transfer into the Drip's bank account, the details of which will be provided on request.
2. Card transactions to Drip will be acquired via Yoco, the approved payment gateway for all South African Acquiring Banks. DPO paygate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the Website. Users may go to www.paygate.co.za to view their security certificate and security policy.
3. Customers' details will be stored separately from card details which are entered by you, the user, on paygate's secure site.
4. When the cardholder is presented with payment alternatives, South Africa is the merchant outlet nation. South African Rand (ZAR) is used as the transaction currency.
5. Will provide a proforma primary voice for payments made by electronic funds transfer (EFT) once you place an order. The invoice will contain banking information for EFT payments. If payment is not received within seven (seven) days of the invoice, orders will be cancelled. For EFT payment, use the reference listed on the invoice.

16. DELIVERY AND EXPORTS

1. Delivery

1. Orders will be processed within 15 to 17 (fifteen to seventeen) working days (excluding weekends and public holidays) of confirmation of payment receipt, unless otherwise specified in the product description. A courier will then deliver the purchase. You acknowledge that Drip will not be liable for any delays caused by a variety of circumstances, such as force majeure, logistics, or other issues. Delivery delays may occur for a number of reasons.

2. Email notification will be sent to you as soon as the order is placed, once payment has been received, processed, packaged, and dispatched by courier.

17. RETURNS

1. Introduction

1. We believe that Drip goods comply with the provisions of section 55 of the Consumer Protection Act (section 55(2) extract below) –
2. Except to the extent contemplated in subsection (6), every consumer has a right to receive goods that—
 1. Are reasonably suitable for the purposes for which they are intended;
 2. Are of excellent quality, in good working order and free of any defects;
 3. Will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and
 4. Comply with any applicable standards set under the Standards Act, 1993 (Act No. 29 of 1993), or any other public regulation.
3. Please note that Drip does not permit goods purchased to be returned should the consumer have a change of mind. Goods may only be returned if said goods fail to meet the standards required under the said section 55.

4. Unsafe or defective Goods

1. Unsafe defective goods may be returned within 3 (three) months from the date of purchase for refund, repair, or exchange, at discretion of Drip. Also see “Repaired Goods” below.
 1. Rejection of Goods upon delivery
 1. As you, the consumer, did not have an opportunity to inspect the goods, the goods may be rejected upon delivery thereof if the type, nature and quality of the goods are not as described or reasonably contemplated in consideration of the description and/or depictions thereof and, in which case, Drip shall be liable for the reasonable costs of return.
 2. Repaired Goods
 1. Repaired goods hold a warranty for a period of 3 (three) months following the date of repair. Repaired goods qualifying for further return shall be refunded or replaced at Drip's discretion.

18. REFUNDS

1. Drip Refund Policy

1. Please choose your items wisely. If you merely decide not to proceed or change your mind, Drip does not issue refunds. In the event that the goods are defective, misrepresented, differ from the sample provided, or do not function as intended, you may opt for a refund, exchange, or your money back, as detailed in the remaining sections of our Terms. Kindly save your receipt as evidence of purchase. If Drip agrees to a refund, there will be an administration charge of 5% (five percent). In order for goods to be restocked, they must be returned to their original packaging and within 7 (seven) days of delivery receipt.

2. Cancellations by Drip

1. The sale and supply of all goods is subject to availability. Drip reserves the right to cancel any order in the event of any product being unavailable and/or unreasonably delayed and will affect a refund within 30 (thirty) days of cancellation.

3. No Refunds in the following instances

1. With the exception of the situations listed below, no refunds will be granted. Should the customer return the goods to Drip, the cost of doing so will be at their expense. Should the customer need to return the stated goods, they will be responsible for covering the return shipping charges. Returned goods will only be kept for a maximum of three months after which they may be sold to cover Drip's expenses.
2. All goods are sold and supplied subject to availability. In the event that a product is unavailable or excessively delayed, Drip has the right to cancel any order. Refunds will be issued within 30 (thirty) days after the cancellation.
3. The goods have been disassembled, physically altered, permanently installed, or combined with other goods or property;
4. Legislation prohibits such returns for public health reasons, such as the return of under-garments and medicines; and
5. In respect of repairs: the consumer did not adhere to the manufacturer instructions; or
6. Did not keep proof of repair.

19. COMPLAINTS

1. In the event of the user wishing to lodge a complaint, kindly email your complaint to **info@dripam.com** to allow Drip an opportunity to investigate your complaint and revert with feedback in respect thereof. Drip will acknowledge receipt of your complaint and conduct a preliminary investigation within 3 to 5 (three to five) business days and will correspond with you as to any further requirements and/or suggested solution/s to endeavor to resolve your complaint.

20. SEVERABILITY

1. If any provision of the Terms and Conditions is held to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions shall be enforced.

21. CONTACTING US

1. If you have any queries about the manner in which the Website is operated, the Services are provided, or how your personal information is used by Drip, please contact us at **info@dripam.com**.

22. ENTIRE AGREEMENT

1. The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past dealings that are not fully expressed herein. No oral or any other form of statement after the acceptance of the purchase order purporting to modify the said terms and conditions shall be binding unless consented to in writing by a duly authorized officer of Drip in a document making specific reference to this transaction or after a transaction has been made.