LEGAL NOTICE AND GENERAL TERMS AND CONDITIONS OF SERVICE

Reverse Engineering, Metrology-Grade 3D Laser Scanning & Technical Additive Manufacturing · https://axiomreparts.es

1. CORPORATE IDENTIFICATION AND OPERATING MODEL (SPANISH LAW 34/2002, LSSI-CE)

In compliance with Article 10 of Spanish Law 34/2002 of July 11, on Information Society Services and Electronic Commerce (LSSI-CE), the identifying details of the owner of the website **https://axiomreparts.es** and service provider are set forth below:

LEGAL ATTRIBUTE	SERVICE PROVIDER DETAILS
Trade Name	Axiom ReParts
Legal Owner / Registered Professional	Andrii Shapovalov
Tax ID (NIF / NIE)	Z2676764Y
Registered Tax Address	Jaume 1, 9, 46770 Xeraco (Valencia), España
Official Contact Channels	Phone / WhatsApp: +34 689 062 739 · Email: info@axiomreparts.es / contacto@axiomreparts.es
Operating Regime	Closed reverse-engineering laboratory and On-Site Mobile Unit (Serving the Cullera – Gandía – Oliva – Dénia corridor). No walk-in retail shop or public reception at the registered tax address.

2. PURPOSE AND SCOPE OF APPLICATION

These General Terms and Conditions govern the commercial and contractual relationship arising from the provision of reverse engineering, precision 3D laser scanning, CAD solid reconstruction, and custom additive manufacturing in high-performance engineering polymers (including ASA, ABS, Nylon-CF / PAHT-CF, PA6-GF, PETG, and TPU) by **Axiom ReParts** to commercial clients (automotive workshops, marine repair services, yacht captains, businesses) and private individuals (hereinafter, the "Client").

Requesting a quotation, handing over a broken physical sample for digitization, or paying for any phase of the service constitutes full and unconditional acceptance of these Terms and Conditions.

3. TWO-PHASE SERVICE STRUCTURE AND COMMERCIAL TERMS

The technical reconstruction and manufacturing of discontinued or damaged parts is structured into two distinct, independent contractual phases:

1. **Phase 1 — 3D Laser Scanning & CAD Engineering:** Encompasses the geometric inspection of the damaged or worn physical sample supplied by the Client, laser digitization with an accuracy of up to 0.02 mm, point-cloud processing, and parametric CAD solid reconstruction. This phase constitutes a pure engineering service and requires **100% advance payment** (via Bizum or bank transfer) prior to commencing work. Once scanning or CAD modeling has begun, this fee is strictly non-refundable under any circumstances.
2. **Phase 2 — Additive Manufacturing & Post-Processing:** Encompasses the 3D printing of the replacement component in the selected technical polymer according to the declared thermal, UV, or mechanical operating conditions, together with technical cleaning. The fee for Phase 2 is calculated based on machine time and material consumption and is payable upon completion of the part prior to handover or dispatch.
3. **Minimum Order Charge:** A minimum operational charge of **€20.00** (excluding taxes) applies to cover equipment setup, calibration, and handling costs for small components.
4. **Intellectual Property of Digital Files:** Payment for Phase 1 remunerates solely the engineering work required to enable manufacturing by **Axiom ReParts**. It does not grant the Client ownership or delivery of editable native CAD files or digital meshes (STEP, STL, IGES, 3MF, or similar formats), unless the purchase and licensing of the digital file are expressly agreed upon and invoiced separately.

4. INDUSTRIAL AND INTELLECTUAL PROPERTY (EU REPAIR CLAUSE)

Axiom ReParts operates in strict compliance with **Regulation (EU) 2024/2822**, **Directive (EU) 2024/2823** on the legal protection of designs, and **Spanish Law 20/2003 on the Legal Protection of Industrial Design**, expressly operating under the statutory framework of the *Repair Clause*:

- **Strictly Made-to-Order Without Public Catalogs:** Axiom ReParts does not market, stock, or maintain public catalogs of pre-manufactured spare parts or digital repositories of third-party components. Every item is manufactured strictly on an individual, made-to-order basis from the damaged physical sample provided by the Client, for the sole purpose of restoring the original function or appearance of a complex product.
- **Systematic Removal of Trademarks and Emblem Mountings:** In accordance with the case law of the Court of Justice of the European Union (including the precedent set in *AUDI v GQ, Case C-334/22*), **Axiom ReParts** systematically removes during the CAD phase any registered trademark, third-party logo, original OEM part number, as well as any geometric recess, relief, or mounting slot designed to hold third-party emblems or badges.

- **Origin Marking:** Supplied components are non-original alternative technical replacements and may bear the internal technical marking **AXIOM · NO OEM**, with invoices stating the concept: *"Manufacturing of technical replacement part for private repair from physical sample"*.
- **Client Warranty of Ownership:** The Client warrants that they are the lawful owner of the vehicle, vessel, or machinery being repaired (or act with the owner's express authorization), holding **Axiom ReParts** harmless against any third-party intellectual or industrial property claims arising from the submitted sample.

5. LIMITATION OF USE, PROHIBITED ZONES, AND LIABILITY WAIVER

Components produced via additive manufacturing exhibit anisotropic mechanical properties inherent to fused polymer deposition and lack OEM type-approval or CE certification for safety-critical systems. **It is strictly prohibited to install or use parts manufactured by Axiom ReParts in the following applications:**

SECTOR / DOMAIN	STRICTLY PROHIBITED SAFETY-CRITICAL SYSTEMS AND COMPONENTS
Automotive & Land Vehicles	Braking systems, steering columns and mechanisms, structural suspension components, passive restraint systems (airbags and seatbelts), structural chassis elements, or pressurized fuel and injection lines.
Marine & Yachts (Red Zone — RD 98/2016)	Components listed under Annex II of Spanish Royal Decree 98/2016: steering wheels, steering mechanisms and cable assemblies, permanently installed fuel tanks and fuel hoses, portholes and hatches below the waterline, and ignition-protected equipment lacking CE certification.
High Pressure, Fluids & Life Support	Oil filter housings or cups subjected to high pressure and boiling hydrocarbons (except non-operational geometric fitment prototypes), pressure vessels, load-lifting gear, medical devices, or life-support systems.

The Client (whether acting as a professional mechanic, marine technician, vessel owner, or private individual) assumes sole technical and legal responsibility for evaluating the suitability of the replacement part prior to installation. **Axiom ReParts** is expressly released from any civil, criminal, administrative, or financial liability for direct or indirect damages, loss of profit, mechanical failure, or personal injury resulting from a breach of these prohibitions or improper installation.

6. EXCLUSION OF RIGHT OF WITHDRAWAL AND DIMENSIONAL TOLERANCES

- **No Right of Withdrawal:** Pursuant to Article 103 (a) and (c) of Spanish Royal Legislative Decree 1/2007 (TRLGDCU), the 14-day statutory right of withdrawal does not apply to engineering services that have been executed or to the supply of goods made to the Client's specifications or clearly personalized.
- **Dimensional Tolerances on Damaged Samples:** Axiom ReParts guarantees a laser scanning accuracy of up to 0.02 mm relative to the physical sample received, but accepts no liability for dimensional deviations caused by prior thermal warping, severe wear, or missing fragments in the broken original sample provided by the Client.

7. MOBILE UNIT LOGISTICS, DATA PROTECTION, AND GOVERNING LAW

- **Logistics & Courier Shipments:** On-site visits by the Mobile Unit across the Cullera to Dénia corridor (including Tavernes, Alzira, Xeraco, Gandía, and Oliva) are conducted strictly by prior appointment. For orders handled via courier (Correos, InPost, MRW), the Client is responsible for properly packaging the broken sample, and all shipments travel at the Client's risk.
- **Data Protection (GDPR & Spanish LOPDGDD):** Personal data provided via WhatsApp, email, or web forms is processed by the Owner solely to issue quotations, execute contracted engineering services, and comply with statutory tax invoicing obligations. Data subjects may exercise their rights of access, rectification, erasure, and objection by contacting **info@axiomreparts.es**.
- **Governing Law & Jurisdiction:** These Terms are governed by Spanish law. For any dispute arising out of the interpretation or performance of these services, particularly in commercial transactions (B2B), both parties expressly submit to the exclusive jurisdiction of the **Courts and Tribunals of Gandía (Valencia), Spain**.

> **MANDATORY ACCEPTANCE CLAUSE (WEB ORDER FORM / WHATSAPP / INVOICE FOOTER)**
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> "I have read and accept the Legal Notice and General Terms and Conditions of Service of Axiom ReParts (https://axiomreparts.es/aviso-legal), confirming that the commissioned parts are intended exclusively for private repair from a physical sample and will not be installed in safety-critical systems (brakes, steering, suspension, pressurized fluids, or prohibited marine components under RD 98/2016), assuming full technical and legal responsibility for their installation and use."