

Custom-tools.online Marketplace — General Terms and Conditions (EU)

Effective date: 19 February 2026

Operator: Iterra SIA (Reg. No. 40203668889; VAT LV30ZZZ40203668889), address: Mezezera iela 2, 1 B, LV-2107 Dzilnuciems, Latvia; tel.: +49 174 4890542; e-mail: support@iterra-sia.com (hereinafter, “*Iterra*”).

Service: Custom-tools.online — a B2B marketplace that connects users who wish to buy and/or sell special metal cutting tools (the “*Service*”).

These Terms of Use (the “*Terms*”) constitute a legally binding agreement between Iterra and each registered business user (the “*User*”). By registering, accessing, or using the Service, you confirm that you accept these Terms and that you have the authority to act on behalf of a legal entity.

1. Subject and Legal Basis

1.1 The Terms are governed by the law of the Republic of Latvia and applicable European Union law, including:

Regulation (EU) 2022/2065 (Digital Services Act — “*DSA*”),

Regulation (EU) 2019/1150 (on fairness and transparency for business users of online intermediation services — “*P2B*”),

Regulation (EU) 2016/679 (GDPR),

Regulation (EU) No 910/2014 (eIDAS), Directive 2011/7/EU (Late Payment Directive)

as well as applicable EU/UN/national sanctions and export control regimes. The Service is strictly B2B.

1.2 Iterra provides a technological online platform and is not a party and/or intermediary to **sales contracts** between Users. Iterra does not acquire title to goods and is not responsible for the conclusion, performance, or failure of transactions between Users. An exception applies where Iterra itself acts as a User on general terms.

2. Definitions

Account: a unique registration of a company and its authorized representatives; each representative is a separate User.

Project: an electronic folder containing one or more Requests; each Request is processed separately.

Request: a posting describing the required tool with parameters (technical, quantity, timing and other material details).

Offer: a commercial offer in response to a Request with price, quantity and lead time (up to three options possible).

Order: a commercial order based on a valid Offer.

Order Confirmation: a binding seller confirmation that references these Terms and (where applicable) the seller's Terms.

Sketch: a simplified drawing to agree key geometric dimensions of a special tool; it is not a production drawing.

Standard Documents: automatically generated PDF forms: Request, Offer, Order, Order Confirmation, as well as links to other documents attached to the deal.

Seller Terms (ST): individual terms of a seller. In case of a conflict with these Terms, these Terms prevail.

NDA: a non-disclosure agreement concluded directly between two Users for a specific Project or request; Iterra is not a party.

IP: Intellectual Property.

KYB: Know Your Business.

eIDAS: eIDAS: Regulation (EU) No 910/2014 on electronic identification, authentication and trust services for electronic transactions in the internal market.

3. Registration and Access

3.1 Access to the Service is provided only to business entities (legal persons and sole proprietors). To register, you must at minimum specify the country, company name and EU VAT number and/or, in some cases, the company registration number, as well as contact details and consent to the generation of Standard Documents on your behalf.

3.2 Submitting Offers requires completing seller settings. When choosing cross-border interaction, you confirm that business correspondence and documents with foreign counterparties may be conducted in English and that your company's authorized signatory is capable of reading such documents without translation.

3.3 Account deletion. Actions within the Account are archived and retained by Iterra. If an Order is outstanding, deletion is deferred until its confirmation/closure. Deletion is typically completed within five (5) days after a valid request is received, subject to the foregoing conditions.

4. Traceability (DSA Art. 30) and KYB

4.1 Before allowing the placement of Requests and Offers, Iterra collects and verifies information required by Article 30 DSA (name, registration number, VAT, contact details),

and may request additional KYB data. You must keep information up to date and provide supporting documents upon request.

4.2 If traceability/KYB requirements are not met, or there is suspicion of illegal activity, repeated inaccuracy of information, or breach of the Terms, Iterra may suspend or terminate access (see Section 16).

5. Use of the Service and Process

5.1 Requests.

Post Requests via the appropriate form; if the required type is missing, use “Other tools.”

Upon the first Request, a Project is created automatically; an existing Project may be selected for a Request.

Permitted file attachments: dxf, dwg, pdf, stp, step, zip, png, jpg, jpeg, webp. Maximum total size of all files per Request: 15 MB.

The form may indicate that confidential materials will be provided under an NDA; such materials are not uploaded to Iterra’s servers.

5.2 NDA between Users.

Users execute an NDA for a specific Project using their own template or a Custom-tools.online template.

Iterra is not a party to the NDA and does not transmit confidential information; exchange is performed directly between Users.

The sending party shall independently verify signatures and the counterparty’s authority before sending confidential documents.

5.3 Offers.

Only Users who have completed seller settings may submit Offers.

By default, an Offer refers to these Terms, and if seller settings are configured accordingly — to the seller’s ST (if any). In the absence of ST, these Terms and the Offer form data apply.

If access to confidential data is required, first comply with clause 5.2.

The validity period of an Offer is set by the seller; upon expiry the Offer is archived and cannot be ordered.

5.4 Orders and acceptance.

The buyer rechecks the Offer to ensure adjustments agreed via the Service messaging (chat) are reflected.

To send an Order, the buyer confirms the seller's ST (if any) first.

Changes after an Order is sent are not permitted. Withdrawal is possible only before the Order Confirmation is issued.

Cancellation. The User may cancel any Standard Document from the Request through the Order. The cancelled document is archived; any related documents are immediately flagged as no longer in force and are moved to the archive upon expiry of their validity periods. Cancellation decreases the rating of the cancelling User. The Order Confirmation, and any documents in a chain containing an Order Confirmation, cannot be cancelled.

5.5 Sketch approval (if required).

After receiving an Order, the seller provides a Sketch for approval via the Service's dedicated dialog window.

The buyer approves the Sketch (or raises objections) until final approval is recorded by the relevant action in the interface.

5.6 Order Confirmation and completion of Iterra's service.

After Sketch approval (if applicable) the seller issues the Order Confirmation (with a mandatory reference either to the ST or to these Terms).

Final versions of the Standard Documents are sent to the parties by e-mail. At this point, the marketplace service is deemed completed.

Subsequent performance (manufacturing, shipment, payment, warranty) is handled directly between the parties outside the Service.

After Order Confirmation, cancellation via the Service is not possible.

5.7 Non-issuance of Order Confirmation.

If the Seller does not issue the Order Confirmation within seven (7) calendar days after receipt of the Order, or, where Sketch approval is required, within seven (7) calendar days after final Sketch approval, the Order shall be deemed not confirmed. In such case, the Buyer may withdraw the Order via the Service without any negative effect on the Buyer's rating, and the corresponding document chain may be archived automatically. No Confirmed Order shall be deemed to exist, and no commission shall be payable to Iterra in respect of such Order. Seller's rating will be automatically reduced.

6. Standard Documents and eIDAS

6.1 Standard Documents generated by the Service are intended to constitute written records of Users' actions and, where validly executed, may have legal effect in accordance with applicable law (including eIDAS where applicable).

7. Timeframes

7.1 The Service's default time zone is CET/CEST; unless stated otherwise, "days" means calendar days.

7.2 A Request remains open for new Offers for forty-five (45) days from its creation.

7.3 If limits are exceeded, the corresponding document chain may be archived automatically.

8. Delivery and Quantity Tolerances

8.1 Unless otherwise agreed in the Order Confirmation, delivery is FCA Seller's facility (Incoterms® 2020). Risk passes to the buyer upon handover to the first carrier. Unit prices apply to shipped quantities; over/under shipments within stated tolerances are settled at the unit price.

8.2 Delivery is carried out only to the address indicated in the Request, unless otherwise agreed in writing outside the Service.

8.3 Technological quantity tolerances for special tools (apply if disclosed in the Offer and reflected in the Order Confirmation):

If 1 pc is required, the buyer must order 2 pcs.

For orders of 2–9 pcs, shipment of ± 1 pc is permitted.

For orders of 10 pcs or more, $\pm 10\%$ of the ordered quantity is permitted with rounding: decimals up to 0.49 — down; 0.50–0.99 — up. Examples: 12 → 11/12/13; 19 → 17/18/19/20/21.

9. Returns, Refusals, and Delays

9.1 After Order Confirmation, the buyer is obliged to accept and pay, except where: (a) the goods materially deviate from the Order Confirmation and/or the approved Sketch; (b) defects prevent use for the intended purpose; (c) shipment is delayed by more than three (3) weeks from the date specified in the Order Confirmation. In such cases, the buyer shall promptly notify the seller and Iterra support.

9.2 Actual returns, refunds, replacements or reworks are carried out directly between the parties in accordance with their arrangements (ST and/or these Terms).

10. Commission, Invoices, and Taxes

10.1 Buyers: Iterra's services are free of charge.

10.2 Sellers: Iterra's commission is charged only if there is a Confirmed Order. Commission is calculated on net Order Confirmation value (exclusive of VAT, duties, freight). The

commission is 3.5% of the aggregate value of all Order Confirmations for the past quarter, calculated based on the minimum possible quantities under the tolerances (where applicable). Invoices are issued on the first day of each new quarter for the previous one, payable due within 14 days from the invoice date.

10.3 Taxes: the commission is exclusive of VAT and other taxes. Iterra may charge Latvian VAT where applicable. The parties are responsible for their own tax and customs compliance.

10.4 Overdue amounts accrue statutory interest under Directive 2011/7/EU (Late Payment Directive), i.e., the ECB reference rate plus at least eight (8) percentage points, unless mandatory law provides otherwise or a higher statutory rate applies.

11. Ratings and Reviews

11.1 The Service may display automatically generated ratings based on objective User behavior signals. Iterra does not manipulate ratings except to ensure their integrity and compliance.

11.2 Users must provide bona fide and lawful reviews. Illegal content is removed under the procedure in Section 14.

12. Data Protection, Content, and Intellectual Property

12.1 Roles and responsibilities (GDPR).

(a) Each party acts as an independent controller for personal data it processes within the Service for its own purposes (e.g., account administration, KYC/KYB, contracting, billing, compliance).

(b) Where Iterra processes personal data on behalf of a business User (e.g., transmitting that User's documents/messages to counterparties via the Service), Iterra acts as processor and the Data Processing Agreement (DPA) applies and is incorporated by reference. The current DPA is available upon request.

(c) Each party shall comply with applicable data-protection laws, including the GDPR.

12.2 Legal bases and purposes.

Iterra processes personal data on the following bases: performance of contract (account provisioning, generation and dispatch of Standard Documents, support), legitimate interests (security, fraud prevention, service analytics, record-keeping), and legal obligations (tax, accounting, sanctions/export control). Details are described in the Privacy Policy.

12.3 Data subject rights.

Iterra provides mechanisms to exercise rights of access, rectification, erasure, restriction, portability, and objection, and to lodge a complaint with a supervisory authority. Requests may be submitted via the channels indicated in the Privacy Policy.

12.4 Security.

Iterra maintains appropriate technical and organisational measures to protect personal data and confidential business information, including access controls, encryption in transit, vulnerability management, and audit logging proportionate to risk. Users are responsible for safeguarding credentials and for role-based access within their Accounts.

12.5 Sub-processors.

Iterra may engage vetted sub-processors for hosting, messaging, analytics, and support. Iterra remains responsible for their performance and will ensure comparable data-protection obligations by contract. An up-to-date list is available upon request.

12.6 International transfers.

Where personal data are transferred outside the EEA, Iterra relies on an adequacy decision or Standard Contractual Clauses (SCCs) and will implement supplementary measures where required.

12.7 Retention.

Iterra retains Account data, Standard Documents (Request/Offer/Order/Order Confirmation), and associated logs for as long as necessary to provide the Service, meet legal obligations, and resolve disputes. Typical retention periods are stated in the Privacy Policy. Upon Account deletion, items may be archived where required by law or for the establishment, exercise, or defence of legal claims.

12.8 Cookies and telemetry.

Service cookies and similar technologies are used for session management, security, and analytics as described in the Cookies Policy. Users can manage preferences via browser settings or in-product controls (where available).

12.9 Aggregated/anonymised data and machine learning.

Iterra may use de-identified and aggregated operational data (including technical/commercial parameters and metadata) to maintain, secure, and improve the Service and to develop statistics and features, provided such data cannot reasonably identify a natural person or disclose a party's trade secrets.

12.10 Confidentiality (platform-level).

Information disclosed through non-public areas of the Service (including prices, terms, attachments, and chat records) is treated as Confidential Information unless it is (i) public

through no fault of the recipient, (ii) already known to the recipient on a non-confidential basis, or (iii) independently developed. Each party shall use such information solely to perform or evaluate transactions via the Service and protect it with reasonable care. This clause does not replace, and is without prejudice to, any NDA entered directly between Users.

12.11 IP ownership – user materials.

(a) Buyer Specifications. The buyer retains all IP rights in drawings, models, datasets, and specifications it uploads or provides. The seller receives a non-exclusive, revocable, non-transferable, royalty-free licence to use such materials solely to prepare Offers and manufacture/deliver the ordered tools for that buyer.

(b) Seller Sketches/Drawings. Unless otherwise agreed in writing, the seller retains IP in Sketches, drawings, and manufacturing documentation it creates. The buyer obtains a limited licence to review/approve and to use the delivered tools; this licence does not include a right to manufacture the tools with third parties or to reproduce the seller's documents, except as required by law or expressly agreed.

(c) Derivative works & know-how. Each party retains IP in its pre-existing materials and background know-how. Improvements or derivatives created independently remain with the creating party unless a separate written assignment states otherwise.

12.12 IP licence to Iterra (non-confidential content).

To operate the Service (hosting, caching, display, formatting, search, messaging, and backup), Users grant Iterra a non-exclusive, worldwide, royalty-free licence to host, reproduce, transmit, and display non-confidential content they upload to the Service. This licence is limited to providing and improving the Service and terminates when content is deleted from active systems, subject to backup and legal-hold periods.

12.13 Prohibited uploads and rights clearance.

Users shall not upload content that infringes third-party rights or export-control/sanctions rules, contains unlawful personal data, or includes malware. Users are responsible for obtaining any necessary IP permissions and for ensuring that sharing their materials via the Service is lawful.

12.14 Evidential records.

Users acknowledge and agree that click-through actions in the interface (e.g., sending Offers/Orders, approving Sketches, issuing Order Confirmations) generate binding electronic records (including timestamps, identifiers, and applicable hash values) admissible as evidence, without prejudice to applicable eIDAS requirements for advanced/qualified e-signatures where used.

12.15 Precedence with Privacy/Cookies Policies and DPA.

In case of any conflict regarding personal data processing, the DPA (where applicable) and the Privacy/Cookies Policies prevail over this §12 to the extent of that conflict.

13. Export Control and Sanctions

13.1 Users comply with applicable sanctions and export control rules of the EU/UN/national regimes. You represent that you are not a sanctioned person and will not use the Service for operations involving restricted goods or prohibited counterparties.

14. Illegal Content; Notice-and-Action (DSA)

Itterra maintains a single point of contact for authorities and recipients of the Service at support@itterra-sia.com and provides a notice-and-action web form in the Service. Users may appeal moderation/account actions within 14 days; Itterra reviews appeals without undue delay and provides reasons for its decision.

14.1 It is prohibited to post illegal content or content that infringes third-party rights. Itterra operates a notice-and-action mechanism and acts without undue delay upon receiving a sufficiently substantiated notice.

14.2 Notices shall be sent to support@itterra-sia.com indicating the content identifier, the grounds of illegality, and your contact details. Where required by the DSA, Itterra informs the User of measures taken and provides the rationale for the decision.

14.3 Itterra maintains points of contact for authorities and trusted flaggers in accordance with the DSA.

15. Ranking, Differentiated Treatment, and Data Access (P2B)

15.1 Ranking and comparison of Offers for Requests is performed by the buyer at their discretion on the Request card.

15.2 Itterra may offer ancillary services (e.g., analytics). Any differentiated treatment is disclosed in the interface and/or in these Terms.

15.3 Business users may access and export their data as provided by the Service.

16. Suspension and Termination (P2B)

16.1 Itterra may suspend or terminate provision of the Service to a User with prior notice where possible, including in cases of: repeated posting of manifestly illegal content; non-compliance with traceability/KYB requirements; fraud/abuse; serious/repeated breaches of these Terms; legal/regulatory requirements.

16.2 Itterra provides reasons for suspension/termination as required by P2B/DSA and, where applicable, access to the internal complaint-handling procedure (Section 17).

17. Complaints, Mediation, and Dispute Resolution

17.1 Internal complaints (P2B). Business users may file complaints regarding: Iterra's non-compliance with P2B requirements; technological issues related to the Service; measures by Iterra affecting the User. Complaints shall be sent to support@itterra-sia.com; Iterra reviews them within a reasonable time.

17.2 Mediation (P2B). Iterra is willing to participate in mediation with parties to resolve disputes arising out of these Terms. The parties split costs equally unless otherwise agreed. Iterra proposes the following mediators for disputes between Iterra and business users: (i) Latvian Chamber of Commerce and Industry (LCCI/LTRK) mediation service; (ii) Centre for Effective Dispute Resolution (CEDR) — Platform-to-Business mediation; (iii) (optional) ICC International Centre for ADR (ICC Mediation).

17.3 Arbitration. Any dispute, controversy or claim arising out of or in connection with these Terms shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court (RICAC). Number of arbitrators: three. Place of arbitration: Riga, Latvia. Language: English.

18. Liability and Indemnity

18.1 To the maximum extent permitted by law, Iterra shall not be liable for: contracts and interactions between Users; the accuracy, quality, safety, conformity, legality, or availability of goods; delays, losses, or other consequences of performance of transactions; indirect, incidental, punitive, or consequential damages; loss of profit, business, contracts, goodwill, or data. Nothing excludes liability for death/personal injury caused by negligence, fraud, or liability that cannot be excluded by law.

18.2 You shall indemnify Iterra against third-party claims relating to your illegal content, breach of the Terms, law, or third-party rights.

19. Changes to the Terms

19.1 Iterra may amend the Terms by giving at least thirty (30) days' notice before the effective date of changes, unless a shorter period is required by law or for safety/compliance measures. Previous versions are available upon request. Continued use after the effective date constitutes acceptance.

20. Miscellaneous

20.1 Entire agreement and Service workflow. These Terms, together with the Standard Documents and the instructions, settings, fields, statuses, buttons, limits, workflows and other functionality displayed in the Service interface, constitute the entire agreement between Iterra and the User with respect to the Service. If a feature, workflow, status, button, limit, field or other technical operation is available in the Service interface but is not expressly described in these Terms, the Service's actual workflow as implemented in the interface at the relevant time shall apply, provided that it does not conflict with mandatory law or an express provision of these Terms.

20.2 Assignment. The User may not assign or transfer any rights or obligations under these Terms without Iterra's prior written consent. Iterra may assign these Terms to an affiliate or in connection with a merger, acquisition or sale of assets, upon notice to Users.

20.3 Severability. The invalidity of any provision does not affect the validity of the remaining provisions; an invalid provision shall be replaced with a valid one closest in meaning.

20.4 No waiver. Failure to exercise a right shall not be deemed a waiver of that right.

20.5 Notices. Legal notices to Iterra: e-mail: support@itterra-sia.com; postal address: Mezezera iela 2, 1 B, LV-2107 Dzilnuciems, Latvia; tel.: +49 174 4890542. Notices to Users are sent to the e-mail provided upon registration.

20.6 Language. This edition is drawn up in English. In case of translations, the English version prevails.

20.7 Contacts. Iterra SIA (Reg. No. 40203668889; VAT LV30ZZZ40203668889), Mezezera iela 2, 1 B, LV-2107 Dzilnuciems, Latvia; tel.: +49 174 4890542; e-mail: support@itterra-sia.com.