



**3D SYSTEMS, INC.**  
STANDARD TERMS AND CONDITIONS

**3D SYSTEMS**

Effective January 1, 2019

*These Standard Terms and Conditions apply to any proposal and agreement and/or purchase order relating to equipment ("Equipment") or materials ("Materials") sold by 3D Systems, Inc. ("3D Systems") to a customer ("Customer"). These terms and conditions, together with the related proposal and agreement and/or purchase order shall constitute the entire agreement ("Agreement") between the parties.*

- 1. GENERAL PROVISIONS** – The Agreement governs the sale by 3D Systems of Equipment, Materials and the license by 3D Systems of the associated proprietary computer programs and related information (collectively, Software) included with the Equipment at the time of sale and listed on the face of the Agreement to Customer. Customer has selected the Equipment, Materials and Software based only on their specifications. CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT MAY CONTAIN RECYCLED CONTENT INCLUDING COMPONENTS OR MATERIALS THAT ARE USED OR RECONDITIONED TO LIKE NEW PERFORMANCE AND FUNCTIONALITY. THE EXISTENCE OF RECYCLED CONTENT MAY BE DISCLOSED AS SUCH ON THE FACE HEREOF AS WELL AS ON AN EQUIPMENT-SPECIFIC LABEL. If either party believes that other matters beyond those covered in this document are part of the Agreement, the parties will (a) describe and acknowledge them on the front of the Agreement or (b) staple a copy or description of them to the Agreement and initial them before signing; otherwise, they are not included as part of the Agreement for the purchase of this Equipment and license of Software. After Customer signs the Agreement (or any Amendment to it), the Agreement will become a binding contract when and if it is executed by an officer or other authorized designee of 3D Systems.
- 2. SOFTWARE LICENSE** – Customer acknowledges and agrees that the Software shall be licensed to Customer pursuant to terms and conditions contained in a license appearing on a computer screen during installation of the Software (commonly referred to as a "click-through" license). Customer and 3D Systems agree that the terms and conditions of any click-through license contained in the Software are hereby incorporated by reference into the Agreement as if fully set forth herein. Customer agrees to be bound by the terms and conditions in any click-through license contained in the Software, regardless of whether the Software generating such click-through license is installed by Customer's employee or by 3D Systems or an independent contractor installing the Software for Customer's use. 3D Systems will provide a copy of such click through license to Customer upon request.
- 3. MATERIALS USAGE** – Customer acknowledges and agrees that Materials sold by 3D Systems shall not be (i) mixed, blended or repackaged by Customer with any other materials for use or resale by Customer, or (ii) used with any alterations by Customer. Customer further agrees that if they use the Materials to create parts, absent written consent from 3D Systems, Customer will not promote, advertise, or otherwise represent that such parts are made from any brand of materials other than the Materials sold by 3D Systems. Failure to comply with these provisions shall nullify the related warranties described below.
- 4. RESTRICTIONS ON END USE** – Customer agrees that it will not use 3D Systems Equipment, Materials, or Software to manufacture firearms, as that term is defined in 27 CFR 478.11, Subpart B, without the necessary authorization from relevant U.S. government or state agencies, including but not limited to the U.S. Department of State and the U.S. Bureau of Alcohol Tobacco Firearms and Explosives, or any other applicable government agencies. Customer further agrees that it is solely responsible for the use of any Equipment, Materials, or Software sold by 3D Systems including preventing the unauthorized use of the Equipment, Materials, or Software to manufacture firearms.
- 5. WARRANTY** –

*Equipment* – 3D Systems or its Authorized Service Provider will promptly repair or replace the Equipment, if required, to make it free of defects at the time of delivery and during the warranty period. The Equipment is free from defects if it meets, upon the passing of risk, the specifications provided in the Agreement or in manuals, marketing or other informational materials of 3D Systems or on 3D Systems' website at [www.3dsystems.com](http://www.3dsystems.com). Normal consumable or expendable parts (such as fuses, lamps or lasers), repairs required during the warranty period because of abnormal use or conditions (such as riots, floods, misuse, neglect or improper service by anyone except 3D Systems or its Authorized Service Provider) and repairs required during the warranty period because of the use of non-integrated, non-approved or non-licensed Materials in the Equipment, are excluded from this warranty. The warranty period for the Equipment is one (1) year, unless otherwise stated on the face hereof, and shall start thirty (30) days after delivery to the carrier (F.O.B. 3D Systems' Plant) or upon installation, whichever is sooner. Warranty terms regarding the Software are contained in the click-through license contained in the Software. Separate and different warranties may apply for specific components of the Equipment including, but not limited to, imagers as described on the face hereof.

*Materials* – All Materials sold by 3D Systems are warranted to conform with such specifications as mutually agreed upon by the parties. In the event that, within thirty (30) days of Customer's receipt of the Materials, Customer shall determine that any Materials are not in conformity with such specifications, Customer shall deliver a sample of such Materials to 3D Systems for testing. 3D Systems shall have five (5) business days to complete testing of such Materials. If the Materials do not meet the agreed upon specifications, 3D Systems shall, at its sole option, either (i) replace such Materials with corresponding Materials that meet such specifications, or (ii) accept for return such Materials for credit or refund.

THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSES, EACH OF WHICH IS HEREBY DISCLAIMED.

- 6. LIMITATION OF LIABILITY** – 3D Systems will not be responsible to Customer for consequential, exemplary or incidental damages (such as loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of 3D Systems under the Agreement or arising out of the purchase, lease, license and/or use of the Equipment by Customer or others exceed the purchase price of the Equipment. Limitations of liability regarding the Software are contained in the click-through license contained in the Software.
- 7. INSTALLATION AND SERVICE** – 3D Systems will install the Equipment and provide any remedial and preventive maintenance which is required to keep the Equipment in good operating condition during the warranty period, unless otherwise stated in the Agreement. 3D Systems may provide basic Installation Site information. Customer will be responsible for having the installation site properly prepared before the Equipment is installed. 3D Systems will consult with Customer on a time and materials basis on any additional questions or issues regarding installation site preparation. 3D Systems shall have no liability for such consultations. In addition to the installation charge(s), if any, as specified on the face of the Agreement, Customer will arrange and pay for any special handling charges (including without limitation all costs of preparing the installation site and all storage, drayage, cranes, building modifications or other similar charges). Installation and any remedial and preventive maintenance will be



**3D SYSTEMS, INC.**  
**STANDARD TERMS AND CONDITIONS**

**3D SYSTEMS**

*Effective January 1, 2019*

performed by 3D Systems or its authorized designee during normal business hours. 3D Systems and Customer will cooperate to satisfy any Customer security requirements and still allow full and free access to the Equipment. Customer will provide computer time for any remedial and preventive maintenance or installation at no cost to 3D Systems. 3D Systems will accept responsibility in the event that damages are caused by the negligence of its employees or designees while they are on Customer's premises in the course of performing installation or servicing purposes.

8. **TITLE, RISK OF LOSS AND DELIVERY** – If conditions arise which prevent compliance with delivery schedules, 3D Systems will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, 3D Systems will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation. Delivery occurs Ex Works on the actual shipping date, and title and the risk of loss transfer to Customer upon shipment. Freight and insurance will be prepaid and invoiced unless otherwise specified on the face hereof.
9. **PAYMENT** – Unless otherwise stated in the Agreement, payment terms shall be: twenty percent (20%) NON-REFUNDABLE deposit with order, seventy percent (70%) upon notification that Equipment is ready to ship (and prior to shipment), and ten percent (10%) within thirty (30) days after shipment. On overdue accounts, Customer shall pay interest at the rate of 1 1/2% per month (or the highest legal interest rate, if lower). The Customer shall provide 3D Systems with a copy of tax exemption certificate, direct pay certificate or resale certificate for the "Ship to" location if exemption from sales or use taxes is claimed.
10. **PATENTS** – If anyone claims the Equipment or Software infringes their U.S., European Union or Japanese patent, copyright, trade secret or other proprietary right, 3D Systems will indemnify and hold Customer harmless from any damages, judgments or settlements (including costs and reasonable attorney's fees) resulting from the claim if Customer promptly notifies 3D Systems in writing of the claim and permits 3D Systems to elect to take over the defense of the action. If 3D Systems takes over the defense, it may select the counsel and have the sole right to defend or settle the matter. 3D Systems may substitute comparable non-infringing Equipment or Software, or modify the Equipment or Software (which still must meet the specification) to make it non-infringing, or obtain a right for the Customer to continue using the Equipment or Software (all at 3D Systems' expense), or, if the above are impractical and its continued use is enjoined, buy the Equipment or Software back from the Customer for the original purchase price less a reasonable rental value for its use at 3D Systems' lowest standard lease or rental rate for the Equipment when originally delivered to Customer. This indemnification does not apply to claims resulting from non-3D Systems modifications to the Equipment or Software or use with other devices added by the Customer.
11. **SECURITY INTEREST IN EQUIPMENT AND SOFTWARE** – Customer grants 3D Systems a first priority security interest in all Equipment and Software delivered until payment in full for such Equipment and Software has been received by 3D Systems. Customer hereby grants 3D Systems the right to file such protective financing or similar statements to confirm and record 3D Systems' security interest in all Equipment and Software.
12. **EXPORT COMPLIANCE** – Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any Equipment or Software except in full compliance with all U.S. export control laws and regulations. These obligations shall survive the termination of the Agreement.
13. **FORCE MAJEURE** – Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.
14. **SEVERABILITY** – If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.
15. **DISPUTE RESOLUTION** – Customer and 3D Systems shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to the 3D Systems corporate headquarters.
16. **OTHER** –
  - A. The Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws provisions thereof.
  - B. Both 3D Systems and Customer will comply with all laws applicable to the Agreement.
  - C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and 3D Systems will be sent to the address provided in the Agreement.
  - D. Changes to the Agreement must be in writing and must be signed by both parties.
17. **COMPLETE AGREEMENT** – Customer acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer represents and agrees that the Agreement and the click-through licenses contained in the Software set forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties, which shall prevail over and supersede all proposals, printed provisions on subordinate Customer documents including purchase orders, oral or written agreements, the Customer's general terms and conditions and all other communications between the parties relating to the subject matter of the Agreement.