

**3D Systems On Demand Manufacturing
STANDARD TERMS AND CONDITIONS**

Effective January 1, 2019

简体中文	English
本 3D Systems, Inc. 标准条款构成您在 www.3dsystems.com/on-demand-manufacturing 网站 或以其他方式所接受 3D Systems 按需生产 (ODM) ® 服务之使用协议。	These Standard Terms and Conditions of 3D Systems, Inc. constitute the Agreement governing your use of 3D Systems' On Demand Manufacturing (ODM) services provided through the website located at www.3dsystems.com/on-demand-manufacturing or otherwise.
第一章 总则	General Provisions
本条款内容与您接受的任何报价，即构成您与 3D Systems, Inc. 间具有法律效力之协议（以下简称“协议”），约束您对 ODM 服务的使用。若您决意使用本公司网站，下列条款将于您访问 ODM 服务网页时适用，网址为 www.3dsystems.com/on-demand-manufacturing （以下简称“网站”）。若您决意提出询价，或通过电子邮件、电话或其他方式下单，则下列条款则于您提交询价起适用。在您访问网站或以其他方式询价时，即视为您对本协议无异议之接受。此外，我们亦需您在提交 ODM 服务产品订购单并接受我方报价前明确表示对此列条款之同意。	These terms and conditions coupled with any quote that you accept form a legally binding contract between you and 3D Systems, Inc. (the “Agreement”) governing your use of the ODM service. If you choose to use our website, the terms described below are effective upon your access of ODM service website located at www.3dsystems.com/on-demand-manufacturing (the “Website”). If you choose to manually request a quote or place an order via electronic mail, phone or otherwise, the terms described below are effective upon your submission of a quote request. You are deemed to have accepted this Agreement without modification upon the first time you access the Website or otherwise request a quote. Additionally, we require you to expressly acknowledge your agreement to these terms prior to accepting our quote by submitting an order for a product using the ODM service.
客户责任	Customer Responsibilities
身为本公司客户，您需对所下之订单负责，并确保报价中所提供之所有信息准确、完整。若您使用本网站，您同意不会利用任何装置、软件或方式，包括但不限于病毒、木马程序、计算机蠕虫、定时装置或自动取消程序，意图破坏或干扰本网站正常运作或自网站撷取或窃取任何系统、信息或个人信息。	As our customer, you are responsible for all orders placed and for ensuring that all information provided in a quotation is accurate and complete. If you use the Website, you agree that you shall not use any device, software or routine, including but not limited to any viruses, Trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the proper working of the Website or to intercept or expropriate any system, data or personal information from the website.
此外，禁止贵方向 3D Systems 提交《美国联邦	In addition, you are prohibited from submitting to

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<p>法规》第 27 编第 478.11 条第 B 子部分 (27 CFR 478.11, Subpart B) 中定义的枪械（其中包括但不限于“将被或已经被设计成或很容易被转化为通过炸药的作用来驱逐抛射物的任何武器，包括发令枪；任何此类武器的框架或接收器；任何枪械消音器或枪械消声器”，其中“框架或接收器”被定义为：“枪械的一部分，为击锤、枪栓或闭锁块和击发装置提供外壳”）的报价或订单请求。贵方同意，贵方不会向 3D Systems 提交与 27 CFR 478.11, Subpart B 中定义的枪械有关的任何技术信息，并且贵方将不会把 ODM 服务用于制造任何此类物品。</p>	<p>3D Systems a request for quotation or order for firearms as that term is defined in 27 CFR 478.11, Subpart B (this includes but is not limited to “[a]ny weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer” where “frame or receiver” is defined as: “That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism”). You agree that you will not submit any technical information related to firearms as that term is defined in 27 CFR 478.11, Subpart B to 3D Systems, and that you will not use the ODM service to produce any such items.</p>
<p>订单与付款</p>	<p>Orders and Payments</p>
<p>在取得 ODM 服务报价后，您可接受该报价并提交订单，要求 ODM 服务制造您所需产品。每笔订单之总价包含适当报价、所有适用税金以及适用运费。提交订单时，您必须 (i) 事先利用您的信用卡或 (ii) 配合 3D Systems 事先核准的付款条件，支付全额款项。在您收到电子或其他订单确认信函时，该订单便对您与 3D Systems 均具有法律效力，且未经双方同意不得进行取消。</p> <p>3D Systems 之条款即为双方间的完整协议。 3D Systems 不接受客户于任何时候任何声明或受理单、订货单或其他客户使用之文件上所提出之不同条款内容，不论 3D Systems 是否接受该订单或款项并且无需另对客户提出异议。该等不同或额外条款内容不应视为 3D Systems 条款之一部分，但书面写成并经 3D Systems 授权主管签署的除外。</p>	<p>Once you have obtained a quote from the ODM service, you may accept such quote and submit your order requesting that the ODM service produce your desired product. The total fees for each order will include the applicable quote, all applicable taxes and all applicable shipping charges. To submit an order, you must pay all fees either (i) in advance through the use of your credit card or (ii) pursuant to such credit terms as pre-approved by 3D Systems. Once you receive an electronic or other confirmation of your order, such order is binding on both you and 3D Systems and may not be cancelled except by mutual agreement.</p> <p>3D Systems terms and conditions constitute the entire agreement between the parties. 3D Systems rejects any additional or inconsistent terms and conditions offered by the Customer at any time or in any acknowledgment or acceptance form, purchase order or other document used by the Customer and irrespective of 3D Systems acceptance of such order or payment from the Customer without need for such rejection to the Customer and any such additional or inconsistent terms and conditions shall not become</p>

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	part of 3D Systems terms and conditions unless in writing and signed by an Executive Officer of 3D Systems.
所有权、遗失与运送风险	Title, Risk of Loss and Delivery
若有状况致使无法遵循交货排程，3D Systems 将无需担负任何损失或延迟交货，或者未经通知延迟交货之罚款。然而，3D Systems 将尽合理努力提供延迟交货通知。延迟交货不得作为取消订单之理由。出货将于生产完成后于出货日期起算，且一旦出货则所有权、遗失等风险则交由您承担。	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 you upon shipment'
质保期	Warranty
ODM 服务制作及销售之产品质保均遵照双方合意之规格。若您在收到产品后三 (3) 个工作日内，断定该产品并不符合该等规格，您可将该产品交还 3D Systems 进行分析。本公司得花费五 (5) 个工作天的时间分析该项产品。若断定该产品并未符合决议之规格，3D Systems 将得以自行裁量，采下列方式处理：(i) 以符合决议规格之产品取代该瑕疵品，或 (ii) 接受退货并进行现金折让或退款。 本文所述质保政策具有排他性，并且取代任何明示或暗示的质保政策，包含且不限于特定用途的产品适销性和适用性的任何质保政策，兹此拒绝该等质保。本公司亦不保证持续无间断之网站访问功能或服务，并据此提醒您网站之运作端赖众多因素影响，未受本公司控制。您应自行承担使用该网站之风险。	All products produced and sold by the ODM service are warranted to conform with such specifications as mutually agreed upon by the parties. In the event that, within three (3) business days of your receipt of the product, you shall determine that any product is not in conformity with such specifications, you shall return such product to 3D Systems for analysis. We will have five (5) business days to complete our analysis of such product. If the product does not meet the agreed upon specifications, 3D Systems shall, at our sole option, either (i) replace such product with a corresponding product that meets such specifications, or (ii) accept for return such product 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. WE ALSO DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO

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	<p>OUR WEBSITE OR SERVICES AND HEREBY NOTIFY YOU THAT OPERATION OF THE WEBSITE MAY BE INFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. USE THE WEBSITE AT YOUR OWN RISK</p>
<p>出口管制条例和数据输出</p>	<p>Export Control Regulations and Export of Data</p>
<p>3D Systems 可以输出您提供给美国境外供应商的某些信息，以获取报价或利用某些特殊工艺。</p> <p>3D 无法独立评估您的信息是否受到出口管制限制。您同意通知 3D Systems 有关输出您提交的任何数据、文件、图纸或规范（本部分统称为“数据”）的任何限制或禁止。例如，数据可能受到美国国务院制定的《国际武器贸易条例》，美国商务部制定的《出口管理条例》或其他国家类似法规的管制。这些法规可能会限制或禁止向某些国家输出数据。</p> <p>如果您的数据受到出口管制限制或禁止，您须以书面形式通知 3D Systems 数据适用的管辖范围和分类（例如是否受到《美国军用品管制目录》或《商业管制目录》的管制以及各个目录下的管制级别），以便 3D Systems 可以根据适用法规作出关于数据输出的明智决定。您须在将数据提交给 3D Systems / ODM 进行报价时以书面形式向 3D Systems 提供此信息。</p> <p>如果缺少书面提供的具体信息，3D Systems 将认为没有针对数据输出的限制或禁止。</p> <p>3D Systems 对本协议本部分提供的错误或</p>	<p>3D Systems may export certain information you provide to suppliers outside the United States in order to obtain a quotation or take advantage of certain specialized processes.</p> <p>3D is not in a position to independently assess whether your information is subject to export control restrictions. You agree to inform 3D Systems if there are any limitations, restrictions, or prohibitions on the export of any data, documentation, drawings, or specifications (collectively in this section, “Data”) that you submit to 3D Systems. For example, Data may be controlled under the International Traffic in Arms Regulations, administered by the U.S. Department of State, the Export Administration Regulations, administered by the U.S. Department of Commerce, or comparable non-U.S. regulations. These regulations may restrict or prohibit the export of Data to certain countries.</p> <p>If your Data is subject to export control restrictions or prohibitions, you must inform 3D Systems in writing of the applicable jurisdiction and classification (e.g., whether it is controlled under the United States Munitions List or Commerce Control List as well as the level of control under each list) of the Data so that 3D Systems can make an informed decision about exporting the Data in compliance with the applicable regulations. You must provide this information to 3D Systems in writing at the time you submit the Data to 3D Systems/ODM for quotation.</p>

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<p>不完整的出口管制信息不承担任何责任。</p>	<p>Absent specific information provided in writing, 3D Systems will assume there are no restrictions or prohibitions on exporting the Data.</p> <p>3D Systems assumes no responsibility for incorrect or incomplete export-control information provided under this section of the Agreement.</p>
<p>责任限制</p>	<p>Limitation of Liability</p>
<p>3D Systems 并不就您后续、基于任何理由之严重或意外损失（如利润损失或员工时间损失）负责。任何情况下，3D Systems 之责任和/或义务仅限于您或其他人通过 ODM 服务购买产品价格范围内。</p>	<p>3D Systems will not be responsible to you 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 arising out of the purchase of products via the ODM service by you or others exceed the purchase price of the products.</p>
<p>客户赔偿</p>	<p>Customer Indemnification</p>
<p>您同意免除 3D Systems, Inc.、其关系企业、母公司及子公司以及其 ODM 服务因您使用 ODM 服务、网站或者因您违反本协议所生任何及所有索赔与任何种类之损害赔偿（包括律师费用）责任。此损害赔偿包括根据本协议“出口管制条例和数据输出”部分提供的错误或不完整的出口管制信息，按照美国或其他国家出口管制法律采取的执法行动有关的任何法律费用、罚款、损害赔偿或其他费用。</p>	<p>You agree to indemnify 3D Systems, Inc., its affiliates, parent and subsidiaries and its ODM service from and against any and all claims and damages of any kind (including attorney’s fees) resulting from your use of the ODM service, the Website, or from your breach of any provision of this Agreement. This indemnity includes any legal fees, fines, damages, or other expenses related to an enforcement action under U.S. or non-U.S. export control laws based on incorrect or incomplete export-control information provided under the “Export Control Regulations and Export of Data” section of this Agreement.</p>
<p>保密</p>	<p>Confidentiality</p>
<p>3D Systems 致力于严格保密您为取得报价或订购产品所提交之机密信息。本公司据此确认并同意您提交予 ODM 服务之任何规格或文件，包括 .stl 或其他生成的文件，可能包含珍贵独家信息、构</p>	<p>3D Systems is committed to maintaining the confidentiality of the confidential information that you submit in connection with receiving a quote or ordering a product. We acknowledge and agree that</p>



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<p>想与表述。因此，3DSystems 将尽合理努力（并要求其员工尽此努力）维护此等数据之机密性，并且除为进行 ODM 服务外并不使用或揭露此等机密信息。上述保密义务并不适用于您揭露前本公司已持有之信息、可公开取得之信息、我方自对您未有保密义务第三方处取得之信息或者任何法律或法院命令要求揭露之信息。您了解 3D Systems 及其 ODM 服务亦对他人提供类似服务。然而，本公司并不会利用您的机密信息为他人提供服务。</p>	<p>any specifications or documentation, including .stl or other build files, that you submit to the ODM service may contain valuable proprietary information, ideas and expressions. Accordingly, 3D Systems will use a reasonable degree of care (and require that its employees use such care) to keep such confidential information confidential, and shall not use or disclose such confidential information except as required to perform the ODM services. The foregoing confidentiality obligation does not apply to information in our possession before your disclosure, information that is generally publicly available, information received by us from a third-party without a confidentiality obligation to you or to any disclosure of information required by law or court order. You recognize that 3D Systems and its ODM service provides similar services to others. We will not, however, use your confidential information in performing those services.</p>
<p>模具</p>	<p>Tooling</p>
<p>除 3D Systems 于订单中另有协议外，若您订单中的产品需要使用特殊模具，该等模具将为 3D Systems 之专有财产，且此等模具所产生之费用应由您承担。3D Systems 将就订单指定数量提供适当模具。相似产品之后续订单可能需要新的模具与相关费用。</p>	<p>Unless otherwise agreed to by 3D Systems in the order, if any products that you order require tooling, such tooling will remain the proprietary property of 3D Systems and any costs related to such tooling will be your responsibility. 3D Systems will provide adequate tooling for the quantity specified in the order. Future orders submitted for similar products may require new tooling and related costs.</p>
<p>隐私政策</p>	<p>Privacy</p>
<p>ODM 服务之隐私政策可于 www.3dsystems.com/privacy-policy 网址浏览。该政策通过引用结合到此协议之中，3D Systems 视情况不时为之修正。</p>	<p>The Privacy Policy relating to the ODM service is located at www.3dsystems.com/privacy-policy. Such policy is incorporated by reference into this Agreement and may be modified by 3D Systems from time to time in its sole discretion.</p>
<p>其它</p>	<p>Other</p>
<p>A. 本协议适用特拉华州的法律和美国的联邦法</p>	<p>A. The laws of the State of Delaware and the federal laws of the United States will govern this Agreement</p>

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<p>律，不考虑法律冲突的原则。所有与本协议有关的争议将首先尝试通过协商解决。双方同意，若发生与本协议有关的任何诉讼，则此类诉讼应提交于特拉华州纽卡斯尔县的州或联邦法院，双方应提交至具有专属管辖权的法院，并放弃对此类法院提出任何有关管辖权、审理地点或不方便法院的异议。</p> <p>B. 3D Systems 及客户双方必须遵守本协议适用之法律。</p> <p>C. 本协议项下所有通知应于收到书面起生效。寄送客户与 3D Systems 之通知应交付至本协议内所提供之地址。</p> <p>D. 本协议之变更内容应以书面做成，且需双方签署方为有效。</p>	<p>without regard to the principles of conflicts of laws. All disputes relating to this Agreement will first be attempted to be resolved by negotiation. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the state or federal courts located in New Castle County, Delaware, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.</p> <p>B. Both 3D Systems and Customer will comply with all laws applicable to the Agreement.</p> <p>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.</p> <p>D. Changes to the Agreement must be in writing and must be signed by both parties.</p>
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