



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

*Effective April 12, 2018*

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](http://www.3dsystems.com/on-demand-manufacturing) or otherwise.

### **General Provisions**

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](http://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.

### **Customer Responsibilities**

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.

### **Orders and Payments**

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.

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 part of 3D Systems terms and conditions unless in writing and signed by an Executive Officer of 3D Systems.

### **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 you upon shipment.



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### **Warranty**

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 OUR WEBSITE OR SERVICES AND HEREBY NOTIFY YOU THAT OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. USE THE WEBSITE AT YOUR OWN RISK

### **Export Control Regulations and Export of Data**

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.

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.

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.

**Absent specific information provided in writing, 3D Systems will assume there are no restrictions or prohibitions on exporting the Data.**

3D Systems assumes no responsibility for incorrect or incomplete export-control information provided under this section of the Agreement.

### **Limitation of Liability**

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.



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### **Customer Indemnification**

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.

### **Confidentiality**

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 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.

### **Tooling**

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.

### **Privacy**

The Privacy Policy relating to the ODM service is located at [www.3dsystems.com/privacy-policy](http://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.

### **Other**

A. The laws of the State of Delaware and the federal laws of the United States will govern this Agreement 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.

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.