



**3D SYSTEMS, INC.**  
TERMS AND CONDITIONS FOR ONLINE PURCHASES

Effective August 23, 2018

*These Standard Terms and Conditions for Online Purchases apply to all orders for 3D printers and related hardware ("Equipment") or 3D printing materials ("Materials") sold by 3D Systems, Inc. ("3D Systems") to a customer ("Customer") that are placed through a website operated by 3D Systems or its affiliates. These Standard Terms and Conditions for Online Purchases, the documents referenced herein, and the information accepted by Customer during the online ordering process constitute the entire agreement ("Agreement") between 3D Systems and Customer (the "parties"); provided that no optional order instructions or comments provided by Customer during the online ordering process shall be binding on 3D Systems. The Agreement shall become binding and legally enforceable upon Customer's completion of an online ordering process during which Customer indicates Customer's agreement with these Standard Terms and Conditions for Online Purchases.*

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 Order Confirmation screen or elsewhere during the online ordering process. Customer has selected the Equipment, Materials and Software based only on the respective specifications for each published by 3D Systems. Customer acknowledges and agrees that, with the exception of the Cube and Sense brand products, the Equipment, Materials, and Software are not consumer products normally used for personal, family, or household purposes. Customer further acknowledges that it is purchasing the Equipment, Materials, and Software for its, or its affiliates, own use and not on behalf of a third party.
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. Any conflict between a provision in any such click-through license and a provision in these Standard Terms and Conditions for Online Purchases shall be resolved in favor of the provision in such click-through license. 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 Customer uses 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. **LIMITED WARRANTY** –

Equipment – 3D Systems warrants that the Equipment will be free from defects in materials and workmanship, during the applicable warranty period described below, when used under the normal conditions described in the documentation provided to Customer. This Equipment warranty applies only to the core machine and machine housing components of 3D Systems' proprietary 3D printers, such as the electronics modules and elevator assemblies, and excludes all software and consumable parts, including the plastics, print tray, or print platform. 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 will start at the earlier of (i) the date of activation of the Software associated with the Equipment or (ii) thirty (30) days after the Equipment is shipped to Customer and will continue for twelve (12) months. If Customer has purchased an extended warranty, then the warranty will continue for the applicable extended time period. The warranty includes no additional coverage beyond the general coverage discussed above.

The Equipment warranty does not cover defects or non-conformities caused by events external to the Equipment (including floods, electrical surges, accidents, etc.) or uses of Equipment in a manner that does not conform to the documentation. Warranty coverage may be declined if parts other than Genuine 3D Parts have been used or if the Equipment has been modified, maintained, disassembled or assembled by any party other than 3D Systems. "**Genuine 3D Parts**" means those parts, components, materials and consumables manufactured by 3D Systems or which 3D Systems specifically authorizes for use with the Equipment. Any replacement parts provided for the Equipment will be warranted only for the remainder of the original warranty period. The cost of replacement parts, which may be new or refurbished, is included in this warranty. Prior to the expiration of this warranty period, Customer may purchase from 3D Systems a maintenance agreement in accordance with standard rates and terms set forth in 3D Systems' Maintenance Agreement Terms and Conditions.

Customer must report any warranty defects within the applicable warranty period by contacting 3D Systems. 3D Systems will be responsible only for those defects or other non-conformities then under warranty and which have been reported in a timely manner. Liability under the warranty is limited to bringing the Equipment into compliance by repairing or replacing the defect using either new or refurbished Genuine 3D Parts. Customer may be instructed to ship defective parts to a repair depot at the location specified by 3D Systems. If 3D Systems advance ships a replacement part to Customer, then Customer must ship the defective part using the same packaging provided with the advance shipment and must send it to the applicable depot using a delivery method that ensures receipt within thirty (30) calendar days of the date Customer was sent the advance shipment.

CUSTOMER MAY BE DECLINED WARRANTY SERVICE OR CHARGED ADDITIONAL HANDLING FEES AND/OR THE THEN-CURRENT LIST PRICES FOR REPLACEMENT PARTS OR EQUIPMENT IF CUSTOMER DOES NOT FOLLOW THE PROCEDURES SET FORTH ABOVE, IF CUSTOMER USES INCORRECT PACKAGING, IF 3D SYSTEMS DOES NOT RECEIVE THE DEFECTIVE PART WITHIN THE TIME PERIOD SPECIFIED OR, IF AT THE TIME RECEIVED, THE PARTS EVIDENCE DAMAGE OTHER THAN THE ORIGINAL DEFECTS REPORTED BY CUSTOMER. Any defective parts that are not returned to the depot or which Customer elects to dispose of itself must be disposed of in accordance with applicable law. After expiration of the warranty, Customer may request off-



warranty services for the Equipment. Off-warranty service or parts replacement may be provided by 3D Systems. Any service provided by 3D Systems will be invoiced at the then-current prices. Customer must continue to use Genuine 3D Parts to receive off-warranty service.

**Materials** - All Materials sold by 3D Systems are warranted to conform to such specifications as are set forth in documentation that is provided to Customer with the Materials or on the packaging therefore. If, prior to the expiration date on the Material container, Customer determines 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 after receiving such Materials to complete testing of such Materials. If the Materials do not satisfy such 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, at 3D Systems' option.

**Software** - Warranty terms regarding the Software are contained in the click-through license contained in the Software.

**Disclaimer and Sole Remedies** – THIS SECTION 4 SETS FORTH THE SOLE WARRANTIES, AND CUSTOMER'S SOLE REMEDIES, FOR FAILURE TO SATISFY THE WARRANTIES FOR THE EQUIPMENT AND MATERIALS. THE SOLE WARRANTIES FOR SOFTWARE, AND CUSTOMER'S SOLE REMEDIES FOR FAILURE TO SATISFY SUCH WARRANTIES, ARE SET FORTH IN THE APPLICABLE CLICK-THROUGH LICENSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 3D SYSTEMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES FOR THE EQUIPMENT, MATERIALS, AND SOFTWARE, WHETHER THOSE OTHER WARRANTIES ARE EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY SPECIFIC PURPOSE.

## 5. ORDER REJECTION AND CANCELLATION –

Customer agrees that its completion of the 3D Systems' online ordering process is an offer to buy, under the terms of this Agreement, the Equipment, Materials, Software and services listed in Customer's online order. All orders must be accepted by 3D Systems and such acceptance will be effective upon Customer's receipt of an order confirmation or acknowledgement from 3D Systems, 3D Systems shipment of products ordered by Customer, or 3D Systems' charging of Customer's credit card, whichever occurs first. 3D Systems may choose not to accept any order in its sole discretion.

Customer may cancel any order before shipment by [notifying 3D Systems](#) of such cancellation before any of the Equipment or Materials in the order to be cancelled have shipped. If 3D Systems has charged Customer's credit card for any item properly canceled before shipping, 3D Systems will promptly issue a refund of the purchase price in the form of a credit to Customer's credit card. Once an order has shipped, 3D Systems will not accept any returns.

6. **LIMITATION OF LIABILITY; NO CONSEQUENTIAL DAMAGES** – 3D SYSTEMS WILL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, 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 OR USE OF THE EQUIPMENT OR MATERIALS BY CUSTOMER EXCEED THE PURCHASE PRICE OF THE APPLICABLE EQUIPMENT OR MATERIALS. LIMITATIONS OF LIABILITY REGARDING THE SOFTWARE ARE CONTAINED IN THE CLICK-THROUGH LICENSE CONTAINED IN THE SOFTWARE.
7. **TITLE, RISK OF LOSS AND DELIVERY** – Equipment and Materials will only be shipped by 3D Systems to certain designated countries. If a country does not appear as a shipping destination during the online ordering process, then 3D Systems will not ship Equipment or Materials to that country. 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. Shipping terms shall be DAP. Freight will be prepaid.
8. **PAYMENT** – Pricing for products and services ordered by Customer from 3D Systems (and associated shipping costs, taxes, and other costs) will be presented to Customer during the online ordering process. Customer agrees to pay all amounts agreed to by Customer during the online ordering process. 3D Systems typically charges customer credit cards at the time of shipment; however, 3D Systems reserves the right to charge Customer's credit card earlier or later than the shipment date, if permitted by applicable law and the applicable credit card issuers. International customers are responsible for all customs fees, import duties and taxes, and associated paperwork. 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. If Customer fails to provide a valid VAT number or other tax exemption certificate prior to placement of an order, 3D Systems shall charge the applicable tax and shall not be obligated to assist the Customer in any attempts to be reimbursed or to otherwise recover any such tax payment.
9. **PATENTS** – If a third party files legal action against Customer alleging that Customer's use of the Equipment or Software infringes the third party's 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 such action contingent upon Customer promptly notifying 3D Systems in writing of the legal action and permitting 3D Systems to elect to take over the defense of the legal action. If 3D Systems takes over the defense, it may select counsel, and it will have sole right to defend or settle the legal action. In the event that such legal action is commenced, threatened, or, in 3D System's judgment, appears likely, 3D Systems may substitute comparable non-infringing Equipment or Software, or modify the Equipment or Software to make it non-infringing, (in either case without materially decreasing functionality), or obtain a right for the Customer to continue using the Equipment or Software (all at 3D Systems' expense). If none of the foregoing is reasonably practicable or commercially reasonable, in 3D Systems' judgment, or if Customer's use of the Equipment or Software at issue is enjoined, 3D Systems may require Customer to cease using the Equipment and Materials that are the subject of such legal action, in which case 3D Systems shall refund the purchase price for such Equipment and Materials, depreciated on a straight-line 5-year basis. The obligations of 3D Systems in this Section 10 shall not apply to legal actions resulting from or relating to: non-3D Systems modifications to the Equipment or Software; use of Equipment or Software with hardware, software, or data not provided by 3D Systems; or use of the Equipment of Software not in accordance with the associated documentation and this Agreement.



11. **EXPORT COMPLIANCE** – Customer shall not import, export, re-export, or otherwise transmit, directly or indirectly, any Equipment, Materials or Software in violation of U.S. or other applicable export/import control laws and regulations.
12. **FORCE MAJEURE** – Neither party will be liable to the other for delays in performing any obligations under the Agreement (except payment obligations) 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.
13. **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.
14. **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 binding arbitration administered by the American Arbitration Association (“AAA”) 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 arbitration shall be conducted only in the English language and the arbitration hearing will be held in the AAA office closest to the 3D Systems’ corporate headquarters.
15. **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 applicable laws in the performance of this Agreement.
  - C. 3D Systems may change these Standard Terms and Conditions for Online Purchases at any time and without notice to Customer; provided, however, that any such change shall only apply to Customer orders occurring after such change is posted on 3D Systems’ web site.
  - D. Information collected by 3D Systems during the online ordering process from which an individual can be identified (“Personal Information”), and other non-Personal Information collected through a Customer’s use of the 3D Systems online ordering processes, will be handled in accordance with the then current 3D Systems’ [Privacy Policy](#).
  - E. Customer may not assign this Agreement without 3D Systems’ prior written consent, and any purported assignment in violation of the foregoing shall be null and void.
  - F. Customer agrees not to use any product purchased from 3D Systems for any illegal purpose or for the violation of any third party’s intellectual property rights. Customer agrees to indemnify, defend and hold harmless 3D Systems and its affiliates against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) caused by or related to Customer’s violation of the foregoing restrictions.
16. **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 this Agreement (including the click-through licenses contained in the Software) sets forth the complete and exclusive statement of the agreement between the parties regarding the subject matter thereof, which shall prevail over and supersede all proposals, printed provisions on related 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.