



**3D SYSTEMS, INC.**  
**STANDARD TERMS AND CONDITIONS FOR**  
**SPARE PARTS AND TIME AND MATERIAL SERVICE**  
*Effective June 7, 2021*

*These Standard Terms and Conditions apply to any sale to a customer ("Customer") of one or more spare parts ("Part" or "Parts") for use in equipment manufactured by 3D Systems, Inc. ("3D Systems") and to service performed by 3D Systems on a time and material basis ("Service") for a Customer. These terms and conditions, together with the related work order estimate or work order report ("Work Order") shall constitute the entire agreement ("Agreement") between the parties.*

- 1. GENERAL PROVISIONS** – The Agreement governs the sale by 3D Systems of Parts to Customer and the provision of Services by 3D Systems or its Authorized Servicing Partner. CUSTOMER ACKNOWLEDGES THAT THE PARTS SOLD TO CUSTOMER OR USED IN THE SERVICE 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 A PART-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 the Parts or Service. 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. SPARE PARTS** – 3D Systems warrants Parts against defects for ninety (90) days or as required by local law, excluding Print Heads, Laser Heads, and Laser Assemblies which are warranted for twelve (12) months and excluding consumable parts such as filters, bulbs, belts, wipers, preventative maintenance kits, and other consumable parts. The warranty period shall start either (1) the date 3D Systems ships the Part for self-installation or (2) the date 3D Systems or its Authorized Servicing Partner installs the Part in the Customer system. Failures resulting from improper installation, handling or caused by other failed parts within the systems are not warrantied unless installed by 3D Systems or its Authorized Servicing Partner.
- 3. SERVICE** – 3D Systems or its Authorized Servicing Partner will provide Service on a time and material basis as set forth in the Work Order provided to Customer. 3D Systems will charge a minimum of four (4) hours labor cost for any Service visit. Labor is warranted for thirty (30) days and is limited to the originally reported problem. 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 Services.
- 4. RETURN POLICY** – Returns of unused and unopened Parts must be made within thirty (30) days of shipment of the Part and will be at the discretion of 3D Systems. Not all purchased Parts can be returned. Prior written authorization from 3D Systems to return Parts for credit is required. Customer Parts received without the necessary RMA information will not be entitled to receive credit. Parts returned to 3D Systems are subject to a 25% restocking fee, purchased minimum of twenty US dollars (\$20) or equivalent. Restocking fee does apply if purchased Parts were recommended by 3D Systems Support and the recommendation is documented in a Support Case by 3D Systems. Restocking fee does not apply if Service is performed by 3D Systems or its Authorized Servicing Partner. Parts not in original packaging or returned opened may be subject to a retesting fee.
- 5. EXCHANGE PARTS** – Defective or worn parts removed from the Customer system during Service and replaced with replacement Parts provided by 3D Systems become the property of 3D Systems. Failed parts that the Customer replaces with the Parts and which are identified to be returned to 3D Systems must be returned by Customer within thirty (30) days. If such failed parts are not returned to 3D Systems within the thirty (30) day period, 3D Systems reserves the right to charge Customer the list price for the unreturned respective Parts.
- 6. SHIPPING AND DELIVERY** – Shipping cost is not included unless otherwise stated on the Work Order. Freight and insurance will be prepaid and invoiced unless agreed otherwise in the Work Order. The sale occurs (Free Carrier) FCA on the actual shipping date of the Part or the date of Service, and title and the risk of loss transfer to Customer upon shipment of the Part or the delivery of the Services. 3D Systems manages shipments up to delivery with its own freight carriers to Customer. If conditions arise which prevent compliance with delivery or service schedules, 3D Systems will not be liable for any damage or penalty for delay in delivery or service, 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.
- 7. WARRANTY** – The warranties described in Sections 1 and 2 are the only warranties provided for Parts or Services. 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.
- 8. 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 sale of the Parts or provision of the Services exceed the purchase price of the Agreement.
- 9. PAYMENT** – Unless otherwise stated in the Work Order, payment terms shall be in advance. If credit is extended to Customer and payment is overdue, 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 a Part or Service 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 a comparable non-infringing Part or Service, or modify the Part or Service (which still must meet the specification) to make it non-infringing, or obtain a right for the Customer to continue using the Part or Service (all at 3D Systems' expense). This indemnification does not apply to claims resulting from non-3D Systems modifications to a Part or Service or use with other devices added by the Customer.



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11. **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., EU and other applicable export control laws and regulations. These obligations shall survive the termination of the Agreement. Further, Customer agrees the items, technology/technical data and/or services will not be used for any purposes, to include design, production, assembly, testing, operation, integration, installation, inspection, maintenance, repair, overhaul, or refurbishment, related to a military or defense application or military End-Use or by a military End-User in the People's Republic of China, Venezuela, Burma (Myanmar), Russia or any other country, state or province named in US Regulation 744.21 Supplement 2. The product(s), software, and/or technology acquired from 3D Systems will not be re-exported, sold or otherwise re-sold or transferred to a destination subject to UN, EU or OSCE embargo where that act would be in breach of the terms of that embargo sold, or transferred in violation of Council Regulation (EC) No 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items. Customer will not sell, transfer, export, or re-export any items received from 3D Systems for use in activities that involve nuclear explosive activities, unsafeguarded nuclear activities, nuclear fuel cycle or nuclear propulsion activities, or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, missiles, rocket systems or unmanned aerial vehicles (UAV).
12. **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.
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. 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.
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 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.
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 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.
16. **COMPLETE AGREEMENT** – By signing and returning the Work Order, 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 sets 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.