



**3D SYSTEMS**

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

*Effective June 7, 2021*

*These "Terms and Conditions" apply to any agreement, purchase order, statement of work, or other contract ("Order") relating to the provision of services set forth in the Order ("Services") by 3D Systems, Inc. ("3D Systems") to a customer ("Customer"). These Terms and Conditions, together with the related Order shall constitute the entire agreement ("Agreement") between the parties.*

1. **GENERAL PROVISIONS** – The Agreement governs the provision of Services by 3D Systems. After Customer signs the Order (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. As used herein, the terms "3D Systems," "we," "us", and "our" refer to 3D Systems, Inc. and its employees, officers, directors, partners, agents, and affiliates. The terms "Customer" refers to the customer engaging in any applicable transaction with 3D Systems, as well as any and all employees, officers, directors, partners agents, and affiliates who act or provide information on the customer's behalf.
2. **WARRANTY** – 3D Systems warrants that it will provide competent personnel with sufficient skill, knowledge, and training to perform the Services for Customer as set forth in the Order and that such personnel will perform such Services in a diligent and professional manner and in accordance with generally accepted industry standards, and in compliance with all applicable federal, state and local government laws, regulations, and requirements. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR INTENDED OR PARTICULAR PURPOSES, OR NON-INFRINGEMENT, EACH OF WHICH IS HEREBY DISCLAIMED.
3. **SCHEDULE** – 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 of the Order.
4. **PAYMENT** – Payment amounts shall be set forth in the Order. Unless otherwise stated in the Order, payment terms shall be payment in full within thirty (30) days of 3D Systems sending the invoice to Customer. 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 or other documentation if exemption from sales or use taxes is claimed.
5. **OWNERSHIP OF WORK PRODUCT** – Unless otherwise stated in the Order, 3D Systems shall own all work product resulting from the Services, including all intellectual property rights relating thereto.
6. **TERM AND TERMINATION** – The term of the Agreement shall be set forth in the Order. Unless otherwise stated in the Order, Customer may terminate this Agreement at its sole discretion, for any reason or for no reason, at any time upon thirty (30) days prior written notice to 3D Systems. 3D Systems may terminate this Agreement with thirty (30) days prior written notice only in the event of non-payment by Customer of payments as specified in the Order for accepted Services rendered and invoiced pursuant hereto, and provided that 3D Systems shall first have given Customer a prior thirty (30) days written notice about such non-payment to allow Customer to cure such breach within that time. The termination of this Agreement without cause or on account of the other party's breach shall not limit any other rights or remedies available to the terminating party. Upon any termination of this Agreement for any reason, 3D Systems shall deliver to Customer all work product completed to date and Customer shall pay 3D Systems for all work product completed to date in accordance with the terms hereof.
7. **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).
8. **LIMITATION OF LIABILITY** – 3D Systems will not be responsible to Customer for consequential, exemplary, incidental, punitive, or other indirect damages (such as loss of profit or employee's time) regardless of the reason. Except for any alleged breach of 3D Systems' confidentiality obligations under Section 10 of these Terms and Conditions or the parties' NDA, in no event shall the liability and/or obligations of 3D Systems under the Agreement or arising out of the Order exceed the payment amount of the Order.
9. **INDEMNIFICATION** – Customer will defend, indemnify and hold harmless 3D Systems and its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees, representatives, agents and independent contractors from and against all liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in connection with third party claims and damages resulting from Customer's use of the work product resulting from the Services, including but not limited to all claims of products liability, medical malpractice, and intellectual property infringement. The duty to indemnify under this Agreement is deemed expressly to survive cancellation or termination of this Agreement.
10. **CONFIDENTIALITY** – Subject to any NDA or other confidentiality agreement between the parties, 3D Systems shall hold in confidence and not disclose to any other person or entity all information that is acquired from Customer, including without limitation any business or technical information trade secrets or know how, which is identified by Customer in writing as confidential ("Confidential Information"). 3D Systems shall not disclose any Confidential Information to any other party or use it in any manner not previously authorized in writing by Customer as set forth in the Agreement. Confidential Information shall not include any information that: (a) is already known to 3D Systems prior to the date of this Agreement; (b) is or becomes publicly known through no wrongful act of 3D Systems; (c) is received from a third party free to disclose it to 3D Systems without limitation on its public disclosure; (d) is independently developed by 3D Systems outside the scope of the Services contemplated herein and is not



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based on and does not incorporate or use any information acquired by 3D Systems hereunder; (e) is communicated to a third party with the express written consent of Customer; or (f) is required to be disclosed by law, provided that before making such disclosure 3D Systems shall promptly notify Customer of such disclosure and upon request of Customer shall provide Customer with a reasonable opportunity to seek confidential treatment of such Confidential Information.

11. **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.
12. **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.
13. **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.
14. **OTHER** –
  - A. Unless otherwise stated in the Order, the Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to conflicts of laws provisions thereof. The venue for any claim arising under this Agreement shall be the state and federal courts located in San Diego County, California.
  - 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 Order.
  - D. Changes to the Agreement must be in writing and must be signed by both parties.
  - E. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Notwithstanding the foregoing, this Agreement and the Services provided hereunder are deemed personal in nature and 3D Systems may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of Customer.
  - F. 3D Systems' relationship with Customer will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer employee relationship. 3D Systems is not the agent of Customer and is not authorized to transact business, incur obligations (express or implied), bill goods or otherwise act in any manner, to make any promises, warranty, representation, contract, or commitment or other representation in the name of or on behalf of Customer.
15. **COMPLETE AGREEMENT** – Customer acknowledges that it has read the Order and these Terms and Conditions, understands them, and agrees to be bound by their terms and conditions. Further, Customer represents and agrees that the Agreement 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.