

3D SYSTEMS, INC.
TERMS AND CONDITIONS FOR 3D PRINTED ANATOMICAL MODELS
Effective March 27, 2018

These Terms and Conditions apply to the sale of 3D printed anatomical models (“Materials”) by 3D Systems, Inc. (“3D Systems”) to you, our customer (“Customer”). These terms and conditions, together with any related proposal, agreement and/or purchase order that has been proposed or accepted by 3D Systems shall constitute the entire agreement (“Agreement”) between the parties.

1. **GENERAL PROVISIONS.** This Agreement governs the sale by 3D Systems of Materials to Customer and any services incorporated therein. 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.

2. **PRICE.** Customer shall pay the price and any taxes, assessments and similar charges imposed by any taxing or other governmental that arise as a result of this sale unless Customer has provided 3D Systems with a copy of a tax exemption certificate, direct pay certificate or resale certificate for the "Ship to" location if exemption from sales or use taxes is claimed. Payment shall be made in accordance with the payment terms in this Agreement or, in the absence of such terms, net thirty (30) days from the invoice date. On amounts not paid when due, 3D Systems reserves the right to charge Customer interest at the rate of 1 1/2% per month or the maximum amount allowed under law, whichever is less.

3. **INFORMATION PROVIDED TO 3D SYSTEMS.** It is anticipated that 3D Systems will be provided with technical data, specifications, drawings or other information by Customer in order to create the Materials (“Customer Provided Data”). Customer represents that it has the legal authority to provide Customer Provided Data to 3D Systems without restriction and that the information may lawfully be used in the creation of the Materials. Customer agrees that 3D Systems is not a business associate of Customer or any health care provider as such is defined at 45 C.F.R. § 160.103. Customer agrees to indemnify and hold 3D Systems harmless for any breach of this provision in accordance with Section 6 of these Terms and Conditions.

4. **LIMITED WARRANTY.** 3D Systems warrants to the original Customer only that at the time of delivery the Materials will correspond to any Customer Provided Data, allowing for reasonable and customary deviations, and in doing so the Materials will be free from defects in material and workmanship. Notwithstanding the foregoing, the warranty given by 3D Systems is hereby limited as follows: (a) 3D Systems is not responsible for the accuracy of any Customer Provided Data. Any inaccuracy in the Materials, or the inability to use the Materials, resulting from inaccurate, incomplete or poor quality Customer Provided Data shall be the sole responsibility of Customer. (b) No warranty is given for the specific use of the Materials or that

the Materials will be effective or that any result using the Materials will be achieved. (c) Any warranty claim must be submitted in writing within ten (10) days of Customer's receipt of the Materials. This warranty is the exclusive warranty applicable to the goods and services provided by 3D Systems and extends only to Customer and is not assignable or transferrable. 3D SYSTEMS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy of Customer for breach of this warranty is the repair or replacement, at 3D Systems' option and expense, of defective Materials that are returned to 3D Systems within one year from the date of delivery.

5. **LIMITATION OF LIABILITY.** In no event shall 3D Systems be liable for any direct, indirect, special, incidental or consequential damages, however caused, on any theory of liability. The maximum liability of 3D Systems to Customer shall not exceed the amount actually paid by Customer to 3D Systems for the Materials.

6. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, Customer agrees to indemnify and hold harmless 3D Systems, its officers, directors, employees, successors and assigns, from and against any and all liabilities, demands, claims, actions or causes of action, judgments, proceedings or investigations, losses, fines, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys' fees that may be sustained, suffered or incurred by any of them arising from, out of, in connection with, the breach of this Agreement or the use of the Materials.

7. **NO ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the other party, which consent may be withheld in the sole discretion of the non-assigning party. There are no third party beneficiaries of this Agreement.

8. **TITLE, RISK OF LOSS AND DELIVERY.** Delivery times are approximate only. If conditions arise which prevent compliance with any proposed delivery schedule, 3D Systems will use reasonable efforts to advise Customer in time to meet any deadline of which 3D Systems has been advised. In no event will 3D Systems be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. Delays will not be grounds for cancellation. Delivery is FOB 3D Systems point of shipment and title and the risk of loss transfer to Customer upon shipment.

9. **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. Circumstances beyond a party's reasonable control include, but are not limited to, fire, water damage, equipment failures, revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God.

10. **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.

11. **DISPUTE RESOLUTION AND CHOICE OF LAW.** 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. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.

12. **INSURANCE.** Customer shall be responsible for obtaining sufficient insurance to protect 3D Systems against any reasonably foreseeable claims arising out of the use of the Materials. 3D Systems shall be named as an additional insured under Customer's policies of insurance. Upon request, Customer shall promptly furnish 3D Systems with certificates of insurance showing such coverage.

13. **OTHER.** 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. Changes to the Agreement must be in writing and must be signed by both parties. The relationship created between the parties under this Agreement is that of independent contractors. It is the express intention and desire of the parties that no other relationship, including any relationship of employment, partnership, joint venture or agency, be created by this Agreement.

14. **COMPLETE AGREEMENT.** Customer 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. In the event of a conflict between these Terms and Conditions and any other document, including those comprising the Agreement, these Terms and Conditions will take precedence.