



3D Systems On Demand
STANDARD TERMS AND CONDITIONS

3D SYSTEMS

Effective April 1, 2019

These Standard Terms and Conditions of 3D Systems, Inc. constitute the Agreement governing your use of 3D Systems' On Demand (OD) services provided through the website located at [www.3dsystems.com/on-demand-manufacturing \(Website\)](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 OD 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. 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.

In addition, you are prohibited from submitting to 3D Systems a request for quotation or order for firearms as that term is defined in 27 CFR 478.11, Subpart B (this includes but is not limited to "[a]ny weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer" where "frame or receiver" is defined as: "That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism"). You agree that you will not submit any technical information related to firearms as that term is defined in 27 CFR 478.11, Subpart B to 3D Systems, and that you will not use the OD service to produce any such items.

Orders and Payments

Once you have obtained a quote from the OD service, you may accept such quote and submit your order requesting that the OD 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 a 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.

Warranty

All products produced and sold by the OD 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



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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 Systems 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.

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 OD service by you or others exceed the purchase price of the products.

Customer Indemnification

You agree to indemnify 3D Systems, Inc., its affiliates, parent and subsidiaries and its OD service from and against any and all claims and damages of any kind (including attorney's fees) resulting from your use of the OD 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



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specifications or documentation, including .stl or other build files, that you submit to the OD 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 OD services. Notwithstanding the foregoing, 3D Systems uses third party partners in delivering the OD services from time to time. Those partners are also obligated to maintain the confidentiality of your proprietary information. By agreeing to these terms, you explicitly consent to 3D Systems providing your confidential information to OD partners. 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 OD 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 OD service is located at 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. Changes to the Agreement must be in writing and must be signed by both parties.