

## MASTER TERMS AND CONDITIONS OF SALE

*These Master Terms and Conditions (“Terms”) apply to the sale or use of all 3D printers and associated equipment (collectively “the Equipment”), accompanying software (“Software”), materials (“Materials”), parts (“Parts”) and services (“Services”) (all of which are collectively referred to as the “Product” or “Products”) sold by EnvisionTEC, Inc. and/or its affiliates (collectively “EnvisionTEC”) to any entity or individual (“Customer”).*

**1. Agreement.** All orders accepted by EnvisionTEC are governed by these Terms. They are incorporated into, and are a part of, each quotation, invoice, requisition, purchase order (except as to any terms and conditions included in a purchase order issued by Buyer), work order, shipping instruction, specification or any other document relating to the sale of the Products, all of which collectively constitute the entire agreement (the “Agreement”) between the parties with respect to the Products. Any representation or submission, in any form, that conflicts with or modifies any terms of this Agreement is expressly rejected unless agreed to in writing by EnvisionTEC.

**2. Grant of Software License.** Customer is granted a nonexclusive, nontransferable, royalty-free license to use, in the normal course of business, any Software preloaded on the Equipment. Customer’s use of the Software is subject to any additional license terms that may be embedded in the Software during installation, regardless of whether Customer, EnvisionTEC or a third-party actually installs the Software. All Software remains the sole property of EnvisionTEC. Some Equipment may contain third-party software that provides different terms; in that case those terms supersede any conflicting terms in this Agreement and are fully binding on Customer. Customer may not disclose, sublet, sublicense, assign or transfer the Software or any documentation or know-how associated with operating and maintaining the Equipment or the Software to any third party without the prior written consent of EnvisionTEC. The license granted under this section 2 does not include the right to obtain or utilize new releases or upgrades of any EnvisionTEC software. Customer shall limit its use of the Software solely to the Equipment upon which the Software was originally installed, or upon such other equipment as EnvisionTEC may consent to in writing. Upon the termination of the license to use the Software, Customer shall return all copies of the Software and all associated documentation to EnvisionTEC.

**3. Payment Terms.** Unless otherwise approved by EnvisionTEC in writing, payment terms for the Equipment are: (i) 50% initial down payment upon issuance of the purchase order, (ii) 40% upon preparation for shipment, and (iii) 10% upon installation. For the Envision One product line, the payment terms for the equipment are: (i) 50% initial down payment upon issuance of the purchase order and (ii) 50% upon readiness of shipment to customer. Customer is responsible for all applicable sales, use or other taxes or duties imposed upon the transaction and will provide EnvisionTEC with appropriate documentation of any exemption if applicable. Customer will be assessed 1.5% per month interest on all overdue amounts. Customer may not suspend, setoff payment or otherwise deduct any amounts it claims it is owed by EnvisionTEC. Customer is responsible for all costs (including reasonable attorneys’ fees) incurred by EnvisionTEC in collecting overdue payments and/or retaking possession of Products for which payment is overdue. Once an order has been accepted by EnvisionTEC, all cancellations are subject to a twenty-five percent (25%) cancellation fee, taken off the entire invoice amount, regardless of whether the Equipment had not yet been shipped, was in transit or was at Customer’s facility but not yet installed.

**4. Chargebacks.** Returns and refunds may only be made through EnvisionTEC’s specified return process. Once processed, credit card payments are irrevocable and indisputable and may not be charged back under any circumstance.

**5. Delivery.** Delivery is F.O.B. EnvisionTEC’s facility on or about the shipping date identified in the purchase order. The parties agree that “F.O.B. EnvisionTEC’s facility” means that title and risk of loss pass to Customer at the shipping dock of EnvisionTEC or its supplier or authorized shipping agent. EnvisionTEC will prepay all shipping costs (including insurance), and will invoice Customer for reimbursement. All delivery dates are estimates only. EnvisionTEC will use its best efforts to give Customer notice of any shipping delays; however, EnvisionTEC is not liable for any damages caused by delay in delivery, and delay is not grounds for rescission or cancellation of this Agreement.

**6. Installation.** If required, EnvisionTEC will install the Equipment (and all Software) during normal business hours in accordance with EnvisionTEC’s specifications at the site designated by Customer (“Installation Site”). Customer is responsible for:

- a. providing EnvisionTEC with unencumbered access to the Equipment and all associated computer systems as needed for installation or service;
- b. preparation of the Installation Site;
- c. any special requirements such as storage, drayage, craning or building modification.

EnvisionTEC will perform all assurance testing on the Equipment and Software at the Installation Site. Unless otherwise specifically agreed, installation is deemed complete within seventy-two hours from installation date. Customer further acknowledges that:

- a. All equipment was properly installed; and
- b. All equipment is functioning properly; and
- c. All training has been satisfactorily completed.

**7. Returns.** Customer may return any Equipment purchased under this Agreement to EnvisionTEC provided that such equipment is properly packaged, shipped to EnvisionTEC within thirty (30) days of the shipment of the equipment, undamaged and in saleable condition. All returns will be assessed a restocking fee of twenty-five percent (25%) of the total invoice amount. All returns of credit card purchases are subject an additional 4% fee. All returned products will be inspected by EnvisionTEC. Any damage to the returned products will result in an additional fee which, in the sole and reasonable opinion of EnvisionTEC, is sufficient to compensate for such damage. No products shall be accepted for return for any reason whatsoever after 30 days from the shipment of the equipment.

**8. Warranty Terms.** All Equipment sold under this Agreement is warranted against defects in material and workmanship for one (1) year from the Installation Date (“the Warranty Period”), and all Software (other than any Third-Party Software) is warranted to perform in accordance with EnvisionTEC’s published specifications as of the Installation Date. As used in this Agreement, the “Installation Date” is defined as the earlier of: (1) 30 days from the date of shipment, or (2) seventy-two hours from installation of equipment by an EnvisionTEC certified representative. During the Warranty Period, EnvisionTEC, in its sole discretion, will promptly: (i) repair or replace the

functional specifications as of the installation date, and/or (ii) correct any material faults, inaccuracies or omissions in the Software that were present as of the Installation Date. Components used in performing warranty service may be remanufactured, rebuilt or refurbished, provided they are substantially equivalent in function, quality and durability to a new component. All shipping expenses and/or travel and accommodation charges related to any services provided under this warranty are the sole responsibility of Customer. This warranty does not cover:

- a. items such as fuses or lamps that are used up and then replaced ("Consumable Items");
- b. malfunction caused by normal wear and tear, neglect, misuse or abuse;
- c. malfunction caused by improper maintenance, modification or service (including all maintenance, service or modification not authorized or performed by EnvisionTEC) or by the use of non-EnvisionTEC Consumable Items, Software, Parts or Materials; and
- d. fire, flood, accident or other acts of nature.

Customer understands and agrees that using Materials, Parts or Consumable Items that are not EnvisionTEC certified may cause serious damage to the Equipment. The use of any modified, adulterated or non-EnvisionTEC certified Materials ("Non-Certified Materials"), Parts or Consumable Items in the Equipment will immediately nullify and void all warranties, including any extended warranties, associated with the Equipment. EnvisionTEC reserves the right to refuse the further sale of any products or the provision of services to any customer who uses any Non-Certified Materials with the Equipment. **THIS WARRANTY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ENVISIONTEC WITH REGARDS TO THE PRODUCTS WHERE PERMITTED BY LAW. ALL OTHER WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR THE INTENDED USE THEREOF ARE EXPRESSLY EXCLUDED.**

**9. Confidential Information.** The Parties agree to hold in strict confidence the terms of this Agreement and all information provided in connection with the performance of their respective obligations under it, including without limitation, financial information and pricing, except to the extent that disclosure is required by applicable law. The parties acknowledge that a breach by a party of this Section 9 will result in the presumption of irreparable harm, which must be rebutted by the breaching party. Actions to enforce this section shall not be subject to Arbitration under Section 13 of this Agreement.

**10. Security Interest.** As security for payment of all amounts due, Customer grants EnvisionTEC a purchase money security interest in all Equipment sold under this Agreement. EnvisionTEC maintains all rights of a secured party under the Uniform Commercial Code with respect to the Equipment. Customer appoints EnvisionTEC as its attorney-in-fact with authority to take actions it deems reasonable and necessary to perfect the above security interest in all applicable jurisdictions.

**11. Intellectual Property.** All intellectual property rights in the Products belong to the EnvisionTEC or the applicable third-party owner of such rights. Nothing in this Agreement shall operate to transfer any intellectual property rights to Buyer beyond the specific licenses granted herein.

**12. Indemnification/Limitation of Liability.** Provided that Customer serves prompt written notice of any Claims (as defined below), EnvisionTEC will indemnify and hold Customer harmless from all losses, claims and damages, including reasonable attorney's fees (collectively referred to as "Claims"),

arising from any assertion that the Equipment, and/or the Software (other than any third-party software), infringes upon any patent, copyright or other intellectual property right. EnvisionTEC has the right, but not the obligation, to assume control of the defense of any Claim, including but not limited to the selection of counsel and the right to settle. In order to resolve any Claim, EnvisionTEC may elect (in its sole discretion) to substitute comparable non-infringing Equipment or Software, modify the Equipment or Software to make it non-infringing, or obtain for Customer, at EnvisionTEC's expense, a license to continue using the Equipment or Software. If such alternatives are impractical or the continued use of the Equipment or Software is enjoined, EnvisionTEC's sole obligation is to buy back the Equipment or Software from Customer for the original purchase price less the rental value, at EnvisionTEC's lowest standard lease or rental rate, for the period during which Customer used the Equipment. EnvisionTEC will indemnify and hold Customer harmless from any Claims, losses, damages, or expenses to the extent they result from the proven gross negligence or willful misconduct of EnvisionTEC. In all other respects, Customer's use of the Equipment and Software is at Customer's own risk. Products are only intended for the uses listed in the published functional specifications. Customer assumes all risks associated with non-listed use of the Products and agrees to indemnify and hold EnvisionTEC harmless from any Claims arising from any non-listed uses. **UNDER NO CIRCUMSTANCES WILL ENVISIONTEC BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS OR CONTRACTS, EVEN IF ENVISIONTEC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENVISIONTEC'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER FOR THE PRODUCTS MINUS ANY APPLICABLE RE-STOCKING OR CANCELLATION FEE. NO ENVISIONTEC DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO EXTEND OR OTHERWISE MODIFY THIS LIMITATION.**

**13. Arbitration and Applicable Law.** Unless otherwise stated herein, all disputes arising out of this Agreement that cannot be resolved by negotiation of the parties shall be subject to arbitration by one or more arbitrators appointed in accordance with the rules of the American Arbitration Association. Any arbitration shall be held in the Eastern District of Michigan, and will be governed by the laws of the State of Michigan. The decision of the arbitrator(s) will be final and binding to the extent permitted by law. Either party may enter judgment on the arbitration award in the Wayne County Circuit Court, or if jurisdiction is appropriate, the United States District Court for the Eastern District of Michigan. At its sole discretion, EnvisionTEC, may forego mandatory arbitration and instead seek a collection action to recover any monies owed by Customer for Products purchased under this Agreement.

**14. Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event or circumstance, regardless of whether it was foreseeable, that: (a) was not caused by a party and, (b) prevents that party from complying with any of its obligations under this Agreement (other than an obligation to pay monies).

If a Force Majeure Event occurs, the party that is prevented from performing (the "Nonperforming Party") will be excused from performing those obligations rendered un-performable by the Force Majeure Event. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and

how long that party expects it to last. Thereafter, the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this Agreement.

**15. Compliance with Governmental Regulations.** (a) Customer may not sell any products or provide any services to, or for the use or benefit of, any intermediary or ultimate purchaser with which EnvisionTEC could not deal under the laws or regulations of the United States ("U.S."), the Federal Republic of Germany ("Germany") or the European Union (EU) including, without limitation, the regulations of the German or U.S. departments of Commerce, Defense, State and Treasury. This includes, but is not limited to, persons in or nationals of Cuba, Iran, North Korea, Sudan (North) and Syria. Customer will comply with all other laws and regulations of the U.S., Germany, the EU and any other cognizant jurisdiction relating to the sale, shipment or transfer of any EnvisionTEC's product. This limitation includes controls on the export and re-export of EnvisionTEC's equipment, components or print materials of U.S. origin sold, shipped or transferred outside of the U.S.

(b) If Customer is transferring the Products to another party or location, Customer must identify the name and country of the end user before EnvisionTEC will release the Products for shipment. Where U.S., German or EU licenses under export control or sanctions rules are required for a sale, shipment, transfer or service, Customer will request the necessary government authorization(s) in coordination with EnvisionTEC and will not proceed with such transactions or activities until after the competent authority has issued the requested license. Customer shall provide copies of any such license(s) to EnvisionTEC. Customer shall also be responsible for obtaining any required governmental authorizations for other jurisdictions, such as import licenses and foreign exchange permits. EnvisionTEC shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed. Customer shall bear all such risks and costs caused thereby and shall not be relieved thereby of any of its obligations to pay EnvisionTEC.

(c) Customer, its personnel, contractors and agents, and any subsidiaries, affiliates, joint-venturers or partners subject to the Customer's control, will comply with the requirements of all applicable "Anti-Corruption Laws" and represent that they have not and will not make any "Corrupt Payment." Any payments or provision of anything of value to a Government Official in relation to this Agreement must be approved by EnvisionTEC in advance and Customer must provide receipts in advance of any reimbursement of expenses related to this Agreement. The following definitions shall apply:

(i) Anti-Corruption Law means, but is not limited to, the U.S. Foreign Corrupt Practices Act (the "FCPA") and Travel Act (prohibiting commercial bribery); the German European Union Anti-Corruption Act and Act on Combatting International Bribery; any anti-bribery and related prohibitions implemented under the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention"); or other anti-bribery/anti-corruption laws, statutes, rules or regulations of any country that may be applicable to Customer or to EnvisionTEC or its affiliates;

(ii) Corrupt Payment means: (a) the direct or indirect payment, promise, offer or authorization of anything of value to any government official to induce him or her to violate a lawful duty or improperly help the Customer and/or EnvisionTEC to obtain or retain business; (b) the direct or indirect payment, promise, offer or authorization of any illegal contributions relating to political activity in order to help the Customer and/or EnvisionTEC obtain or retain business; and (c) the payment, promise, offer or authorization of anything of value to any director, officer, employee or representative of any customer or supplier, to encourage the recipient to violate any lawful duty he or she owes to his or her employer.

(iii) The term "Government" means an agency, department, instrumentality, subdivision or other unit, organ or body of any national, state or local government, including hospitals, other health facilities, or educational institutions, which are owned or operated by a government, and including any secretariat, decentralized organization, regulatory agencies, and government-owned or controlled businesses, corporations, or societies.

(iv) The term "Government Official" means any officer or employee of a Government, at any level of Government, including any employee or official in the executive, legislative, or judicial branches, at the parliamentary level or its equivalent, or of an International Public Organization, or of a national or foreign political party or any person acting in an official capacity for or on behalf of such Government.

(d) Customer will undertake all commercially reasonable efforts to conduct due diligence in its business dealings sufficient to comply with this clause regarding legal and regulatory compliance.

(e) Willful or negligent violation of such laws or regulations as discussed above shall be considered just cause for the immediate and unqualified cancellation of this Agreement by EnvisionTEC without any liability. Customer further agrees to immediately transmit to EnvisionTEC any information which may come to its attention concerning violation of such regulations by Customer's customers.

(f) In support of this compliance clause, EnvisionTEC shall have the right to audit Customer's expenses and activities in relation to this Agreement and to request periodic reports as EnvisionTEC may be appropriate in relation to Customer's expenses.

**16. Limitations Period.** Any action against EnvisionTEC arising from the sale of the Products or any alleged breach of this Agreement must be commenced within six (6) months after the cause of action has accrued regardless of any contrary statute of limitations.

**17. Waiver and Severability.** If either Party fails to perform an obligation under this Agreement, such nonperformance shall not affect the other Party's right to enforce performance at any time of any other obligation. Waiver of any remedy or breach of any subject matter contained in this Agreement shall not be viewed as a waiver of full compliance unless agreed by the parties in writing. Each provision of this Agreement is separate and independent of the other, and the unenforceability of any one provision will

not affect the enforceability of any other. If any provision is held to be excessively broad or unenforceable, such provision shall be modified by the tribunal making such a holding so that it is enforceable to the fullest extent allowable by law.

**18. Final Agreement.** This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter, and it supersedes any and all prior or contemporaneous discussions, agreements, and understandings relating to the issues addressed herein.

**19. Amendments.** Any modifications to this Agreement must be in writing and be signed by a representative with full authority to bind the party.

**20. Cumulative Rights.** The rights and remedies provided in this Agreement are not exclusive, but are cumulative upon all other rights and remedies to the full extent allowed by law.

**21. Notices.** Any required notices to Customer will be delivered to the address listed in the applicable purchase order. Notices to EnvisionTEC shall be sent to: 15162 South Commerce Drive, Dearborn, MI 48120, Attn: Legal Department. All notices shall be sent by prepaid registered or certified mail.

**22. Miscellaneous.** Upon a material breach of this Agreement by Customer, in addition to all other rights and remedies available to it, EnvisionTEC may terminate this Agreement and/or all licenses granted by it.