

## **General Terms of Sale**

These General Terms of Sale (hereinafter, the “**T&C**”) govern any purchase printing services for printing of 3D objects and devices based on Customer's Design (as such terms are defined below) (the “**Printed Module**”) from Formatec Technical Ceramics B.V. (hereinafter, the “**Supplier**”) by the customer (hereinafter, the “**Customer**”) indicated in the Price Quotation (hereinafter, the “**PQ**”). These T&C constitute an integral part of the PQ and are incorporated therein by reference.

### **1. Purchase of Products**

- 1.1. Customer may confirm a PQ submitted to it by Supplier in the form of (i) hard copy purchase orders, or (ii) e-mail confirmation. Order confirmation by Supplier shall be made by e-mail no later than ten (10) days from receipt of Customers approval of the PQ. Any approved PQ not confirmed by Supplier in writing shall be deemed rejected. Supplier may reject any approved PQ at its sole discretion.
- 1.2. The confirmation of a PQ and Supplier's acceptance thereof under and in accordance with these T&C shall create a legally binding contract of sale between Customer and the Supplier under the terms of such PQ and of these T&C. In case of conflict or inconsistency between the terms of these T&C, the terms of the PQ and the terms of any other written agreement between Supplier and Customer, the following order of precedence shall apply in sequential order:
  - 1.2.1. The terms of the PQ;
  - 1.2.2. The terms of the T&C;
  - 1.2.3. The terms of any other written agreement between Supplier and Customer.
- 1.3. Except as otherwise agreed upon by the parties hereto, Customer may only cancel or modify a PQ within five (5) days as of the date Supplier had indicated acceptance thereof, by providing the Supplier with written notice, and subject to the terms hereof. Supplier reserves the right to revise this PQ if further details regarding the specification of the products\services underlining the PQ become known, or if additional requirements \ modifications are requested by Customer.
- 1.4. In order to purchase the printing services, Customer may be asked to provide during the order process truthful, accurate, and current information about the Customer (including Customer's email address) (the “**Registration Data**”). Supplier will retain and use the Registration Data, pursuant to Supplier's Privacy Policy (located at: <https://formateceurope.com/privacy-policy>) which is incorporated herein by reference.

### **2. Return and Cancellation Policy**

- 2.1. The Printed Module may not be returned to Supplier. Supplier provides no warranty with respect to the printing services or the Printed Module provided by it, and Customer will not have any rights in case it is not satisfied with the printing services or the Printed Module.
- 2.2. If Supplier fails in performing the printing services or producing the Printed Module due to reasons not related to Customer's Design, Supplier will refund any payments already made by Customer for the respective purchased Printed Module.

### **3. Delivery and Reservation of Title**

A Printed Module ordered from Supplier will be delivered upon completion of production thereof. All Printed Modules will be shipped according to the shipping terms detailed in the corresponding PQ.

#### **4. Customer's Design**

- 4.1. In order to use the printing services, Customer will be asked to submit a design, module, diagram, sketch or prototype to be printed ("**Customer's Design**"). By submitting Customer's Design to Supplier, Customer represents and warrants that it owns or have the right to do so.
- 4.2. By submitting Customer's Design to Supplier, Customer grants Supplier the right to use, access, copy, adjust and reproduce all data which Customer provides to Supplier solely for the purpose of providing Customer with the printing services and producing the Printed Module. Supplier does not claim ownership of any copyright in Customer's Design. Customer will continue to retain all ownership rights in Customer's Design.
- 4.3. In the event that Customer's Design is a modification or enhancement or based on third party intellectual property or proprietary right of any party, Customer represents and warrants that (i) Customer is authorized to use and modify such third party intellectual property; and (ii) Customer is solely responsible for all use by Supplier of such third party intellectual property.
- 4.4. Supplier stores Customer's Design in a secure environment either owned by Supplier or by a third-party provider. Customer is encouraged, if applicable, to review such third party's terms of service and privacy policy, as Supplier will not be responsible for what such third party does with Customer's Design.
- 4.5. Supplier may refuse to accept any of Customer's Design at its sole discretion, and nothing in these T&C shall obligate Supplier to accept any of Customer's Design, provide Customer with the printing services or produce the Printed Module.
- 4.6. Supplier may suspend or terminate provision of the printing services at any time without providing the Customer any prior written notice. The expiration or termination of these T&C shall not relieve Customer of any obligation intended to survive under these T&C.
- 4.7. Customer agrees that Supplier may use Customer's Design and any diagnostic and operation information gathered from the printer while printing Customer's Design, for the sole purpose of improving and developing Supplier's products.

#### **5. Intellectual Property Policy**

- 5.1. Supplier's logo, the brand of the Supplier, the taglines and other graphics, logos, and service names are tradenames and trademarks of Supplier. Such trademarks may not be used in connection with any product or service without obtaining Supplier's prior written approval and/or in any manner that disparages or discredits Supplier.
- 5.2. Customer agrees not to (and not to allow any third party to): (a) use the trademarks, trade names, service marks, logos, domain names and other proprietary rights associated with Supplier for any purpose without Supplier's express written consent; (b) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other proprietary rights associated with Supplier; or (c) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on the Printed Module.
- 5.3. Any ideas, requests, feedbacks, recommendations, error and bug reports, comments, concepts, additional features and other requests or suggestions that Customer may provide Supplier with connection to the printing services (collectively "**Ideas**"), will be owned solely by Supplier. Customer will not be entitled for any consideration in consideration for the Ideas.

## **6. Indemnification**

Customer hereby agrees to indemnify, defend and hold Supplier, and Supplier's directors, owners, investors, shareholders, officers, employees, consultants, attorneys, agents and other representatives, harmless from and against any and all third party claims (including related judgments, awards, liabilities, damages, losses, costs and expenses) (including reasonable attorneys' fees) and other expenses that are based on or arise directly or indirectly out of or from: (i) Customer's breach of these T&C; (ii) any breach of Customer's representations and warranties set forth herein; or (iii) infringement by Supplier of any third party's patent, trademark, or copyright that arise out of, result from, or relate to Customer's Design.

## **7. Disclaimer of Warranties**

- 7.1. CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICES SUPPLIER PROVIDES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SUPPLIER, SUPPLIER'S SERVICE PROVIDERS, AGENTS, AND SUB-CONTRACTORS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.2. SUPPLIER, SUPPLIER'S SERVICE PROVIDERS, AGENTS AND SUB-CONTRACTORS DO NOT WARRANT THAT: (A) THE AME SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; OR (B) CUSTOMER'S USE OF THE AME SERVICES WILL BE UNINTERRUPTED.
- 7.3. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THESE T&C AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE AME SERVICES SOLD BY SUPPLIER. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO CUSTOMER.

## **8. Limitation of Liability**

- 8.1. Except with respect to breach of Intellectual Property rights and/or liability for death or personal injury to any person or damages to personal property as required by law, neither party's liability for claims for damages arising out of or in connection with these T&C shall exceed, in the aggregate, the aggregate Purchase Price paid by Customer to Supplier under an applicable PQ during the 12-month period prior to the date upon which such liability first arose.
- 8.2. EXCEPT WITH RESPECT TO LIABILITY FOR DEATH OR PERSONAL INJURY TO ANY PERSON OR DAMAGES TO PERSONAL PROPERTY AS REQUIRED BY LAW, UNDER NO OTHER CIRCUMSTANCES SHALL EITHER SUPPLIER OR CUSTOMER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING) INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE, LOSS OF REVENUES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THESE T&C OR ANY PQ THEREUNDER WHETHER OR NOT SUPPLIER OR CUSTOMER SHALL HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS.
- 8.3. **THE PROVISIONS OF THIS SECTION Error! Reference source not found. ALLOCATE THE RISK BETWEEN CUSTOMER AND SUPPLIER, AND CUSTOMER HEREBY ACKNOWLEDGES THAT SUPPLIER HAVE RELIED UPON THE LIMITATIONS SET**

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- 8.4. Each party shall maintain, at its expense, general and product liability insurance in adequate amounts and customary in the industry including without limitation insurance policy for the Products which covers liabilities for damages on account of bodily or personal injury or death to any person, or damages to property of any person or entity.

**9. Miscellaneous**

- 9.1. Entire Agreement. The PQ and these T&C constitutes the entire agreement between the parties hereto and supersedes all prior representations, proposals, discussions, conditions, warranties, covenants and all other communications between the parties relating thereto. The invalidity or unenforceability of any provision of these T&C shall not affect the validity or enforceability of any other provision.
- 9.2. No Waiver. It is expressly understood that in the event either party shall, on any occasion, fail to perform any term of these T&C and the other party shall not enforce that term, the failure to enforce on the occasion shall not constitute a waiver nor prevent enforcement of that or any other provision on any other occasion.
- 9.3. Notices. All notices permitted or required by these T&C shall be in writing and shall be deemed to have been duly served (i) upon personal delivery (ii) upon facsimile transmission to the fax numbers below, or e-mail transmission (with confirmation of delivery) to the addresses detailed in the PQ, or (iii) five (5) days after deposit, postage prepaid, return receipt requested, if sent by registered mail and addressed to the address of the other party set forth in the PQ or in accordance with such other address information as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions.
- 9.4. Governing Law. The Laws of the Netherlands are applicable to these T&C, the PQ or other agreement between the parties hereto. All disputes which might arise between parties, shall exclusively be resolved by the competent court in the Netherlands within which jurisdiction the legal seat of Supplier is located unless the law by rules of mandatory law has declared another court competent.