

## EnvisionTEC General Terms and Conditions Agreement

1. **Purchase and License.** Pursuant to the terms and conditions of this Agreement, Customer purchases, and EnvisionTEC or its affiliates (collectively "EnvisionTEC") sells, the equipment listed on the front of this Agreement (the "Equipment"). EnvisionTEC grants, and Customer accepts, a paid-up, personal, non-exclusive, non-transferable license to use the software listed on the front of this Agreement (the "Software") (only to use in object code form and on equipment designated by EnvisionTEC and to use all documentation relating to the Software (the "Documentation") in support thereof, as long as this Agreement is in effect and Customer is not in material default of this Agreement or until Customer discontinues the licensed use of the Software or the Documentation. Customer acknowledges that the Software may include commercially available software licensed by third parties (the "Third-Party Software"). Customer agrees to abide by the standard licensing arrangement supplied with the Third-Party Software. This Agreement covers only the Equipment and Software, including Documentation and other matters specifically set forth herein. Any other matters must be specifically set forth in a written addendum to this Agreement signed by each party.

2. **Warranty.** EnvisionTEC warrants that the Equipment will perform according to the published specifications described in EnvisionTEC product brochures during the one-year period (unless another period is provided for on the EnvisionTEC invoice to Customer) following the Installation Date (as defined below) and that at the Installation Date the Software (other than any Third-Party Software) will perform in accordance with the specifications as described in such manuals when used on the equipment designated by EnvisionTEC. During such one-year period, EnvisionTEC (or its agent or distributor) shall promptly (i) repair or replace (at EnvisionTEC's or its agent's or distributor's discretion) the Equipment to make it free of any defects of materials or workmanship and (ii) correct any material faults, inaccuracies or omissions in the Software (other than any Third-Party Software) existing at the Installation Date. Components of new Equipment and components used in performing warranty service on used Equipment may be remanufactured, rebuilt or refurbished, provided that such components are equivalent in function and quality to a new component. However, EnvisionTEC's obligations under this Section 2 shall not apply to consumable items, loss of use, or to any defect caused by normal wear and tear or by neglect, misuse, abuse, improper service or maintenance, fire, flood or other acts of God. **THE WARRANTIES GIVEN IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** "Installation Date" shall mean the date determined by the earlier to occur of (i) the completion of on-site assurance testing by EnvisionTEC or its agent or distributor or (ii) 30 days from delivery of the Equipment and the Software. The warranty does not cover the cost of shipping defective parts from the manufacturer or replacement parts to the end user site. The warranty does not cover any travel and accommodations charges during the warranty period. All shipping expenses and travel and accommodation charges will be the sole responsibility of the Customer. The usage of any consumable items that are not certified by EnvisionTEC may cause serious damage to the equipment and may cause the equipment to fail to perform according to the published specifications. The usage of any non EnvisionTEC certified consumables such as, but not limited to, projector lamps, photopolymer resin, and material basements will immediately void any warranty or extended warranty without any refund to the customer. EnvisionTEC reserves the right to refuse technical support and/or stop providing any consumables or spare parts to any customer who uses non EnvisionTEC certified consumables and parts. By purchasing any EnvisionTEC equipment, the customer agrees without any conditions or any objections to use only EnvisionTEC certified consumables and parts.

3. **Delivery and Payment.** Delivery of the Equipment and the Software shall be F.O.B. at EnvisionTEC's facility on the shipping date set forth on the customer invoice. EnvisionTEC will use its best efforts to give Customer notice of delays; provided, however, that EnvisionTEC will not be liable for any damages for delay of delivery or for any failure to give such notice and delay shall not be grounds for cancellation of this Agreement. EnvisionTEC shall prepay all freight and insurance relating to the shipment of the Equipment and invoice Customer for the same. Unless otherwise provided on customer invoice, payment of the total purchase price for the Equipment and Software shall be due: (i) 50% with initial down payment with order (upon the execution of this Agreement), (ii) 40% upon readiness of shipment and (iii) 10% due immediately upon installation of machine. **The payment terms on the EnvisionTEC invoice only shall override any payment term that is in conflict with these Terms and Conditions Agreement clauses.** Customer shall pay interest at the rate of one and one-half percent (1.5%) per month or the highest legal interest rate, whichever is lower, on all overdue amounts.

Customer shall provide EnvisionTEC with appropriate documentation if any exemption from sales or use taxes is claimed. Customer grants to EnvisionTEC a purchase money security interest on all of the Equipment delivered until EnvisionTEC has received payment in full and at EnvisionTEC's request, Customer will execute a UCC-1 financing statement in connection with such security interest.

4. **Installation.** EnvisionTEC shall install the Equipment and Software at the site designated by Customer; provided, however, that Customer shall be responsible for the preparation of such site according to the specifications provided by EnvisionTEC and for any special handling charges or other arrangements, such as charges relating to storage, drayage, cranes or building modifications. EnvisionTEC shall perform on-site assurance tests on the Equipment and Software. All installation services shall be performed by EnvisionTEC during normal working hours on normal working days, and Customer shall provide EnvisionTEC with full and free access to the Equipment, which access shall include computer time at no charge to EnvisionTEC.

5. **Cancellation/Restocking/Credit Card Fees.** Due to the nature of the machines, the special manufacturing, made to order form of machinery, **there is a Twenty Five Percent (25%) Cancellation Fee off the entire invoice amount, including the Ancillary Equipment, and Post Processing Equipment.** This Cancellation Fee applies regardless of whether the machine was shipped, in transit, or at Customers facility but not yet installed.

**There is a Twenty Five Percent (25%) Restocking Fee off the entire invoice amount, including Ancillary Equipment and Post Packaged material on all machines that have been returned within the 30 day period allotment under these Terms and Conditions Agreement.** The Restocking fees cover the ready to order manufacturing costs, shipping, training, travel costs for EnvisionTEC Engineers, installing, crating, initial fill material provided with machine, and the reduced value of the machine once it has been used.

In the event that the customer pays for the machine using a credit card, then the customer agrees that there will be a 4% credit card fee in addition to the 25% order cancellation or restocking fee.

6. **No Chargebacks.** Customer agrees and understands that the charges on a credit card or for any check for the machine and any items purchased for the machine through EnvisionTEC are irrevocable, undisputable and may not be charged back, contested or challenged now or in the future, doing so is a material breach of this agreement for which EnvisionTEC would be entitled to attorney fees, costs and fees associated with addressing a chargeback in addition to the amount challenged. Should Customer not pay the amount submitted to by EnvisionTEC for the cost of the chargeback within 30 days after EnvisionTEC has submitted its amount of cost due to Customer contesting a charge, the charges will be turned over to a collection agency. EnvisionTEC shall have at its sole disposal any other legal remedy it independently chooses to pursue any collection against Customer for the cost of the chargeback. Customer further agrees that proof of purchase by EnvisionTEC is all that is necessary to establish to the credit card agency or banking institution to deny a chargeback to Customer.

7. **Execution of the EnvisionTEC Acceptance Protocol Agreement Upon Installation.** By signing the document termed "EnvisionTEC Acceptance Protocol" Customer is unconditionally consenting to all of the following:

- a) That the machine was installed properly
- b) That the machine is in proper working condition
- c) That appointed staff members of the Customer have completed the appropriate training program satisfactorily
- d) That the absolute most that can be refunded under any situation is the price of the machine less the Twenty Five Percent (25%) Restocking Fee, assuming the Customer notifies EnvisionTEC in writing within 30 days of installation that it wishes to return the machine under the set terms and conditions, otherwise the machine is non-refundable and non-returnable immediately after the 30 days period, no exceptions.
- e) That under no circumstances will additional language or conditions that are inserted by the signor next to or on the document upon execution of the signature by the Customer alter any terms and conditions laid out in this Agreement.
- f) That in order for Customer to be refunded the amount of the machine less the 25% restocking fee, Customer must have paid the entire price of the machine and further the machine must have been shipped back in the condition it was upon delivery and be back in possession of EnvisionTEC before any funds are returned to Customer, no exceptions.

-That Customer acknowledges that all sections of the EnvisionTEC Acceptance Protocol Agreement are a material part of this Terms and Conditions Agreement and are relied upon by EnvisionTEC to enter into this Agreement of Sale.

8. **Indemnification/Limitation of Liability.** EnvisionTEC shall indemnify and hold Customer harmless from all losses, claims, damages, actions and expenses, including reasonable attorney's fees and expenses, arising out of any claim that the Equipment or Software (other than any Third-Party Software) infringes a United States patent, copyright or other proprietary right, provided that Customer shall promptly notify EnvisionTEC in writing of any such claim. EnvisionTEC shall have the right, but not the obligation, to assume control of the defense of any such action, which control shall include, without limitation, the selection of counsel and the right to settle any such action. EnvisionTEC may elect (in its sole discretion) to substitute comparable non-infringing equipment or software for the Equipment or Software, modify the Equipment or Software to make it non-infringing or obtain for the 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 may buy back the Equipment or Software from the customer for the original purchase price less the reasonable rental value for its use at EnvisionTEC's lowest standard lease or rental rate for the Equipment or Software when originally delivered to Customer or as otherwise determined in good faith by EnvisionTEC if EnvisionTEC then or thereafter does not have a standard rental rate. EnvisionTEC shall indemnify and hold Customer harmless from any losses, claims, 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.**

**IN NO EVENT, SHALL ENVISIONTEC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOST CONTRACTS OR BUSINESS, WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT OR OTHER LAWS.**

**ENVISIONTEC LIABILITY HEREUNDER SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL PRICE PAID BY CUSTOMER FOR THE EQUIPMENT AND SOFTWARE MINUS TWENTY FIVE PERCENT (25%) RESTOCKING FEE OF THE INVOICE AMOUNT OR CANCELLATION FEE OF THE INVOICE AMOUNT. THIS AGREEMENT IN NO WAY CREATES ANY THIRD PARTY RIGHTS.**

9. **Software and Documentation.** Subject to the rights granted to Customer herein, all rights, title and interest in and to the Software and Documentation are and shall remain the property of EnvisionTEC and Customer shall not make any copies of the Software other than a reasonable number of backup copies and shall maintain all copyright notices on all copies of the Software. Customer acknowledges and agrees that the Software and all permitted copies thereof, the Documentation and the know-how associated with operating and maintaining the EnvisionTEC System, constitute valuable trade secrets of EnvisionTEC. Customer shall not reverse, compile or disassemble the Software or any portion thereof; in such event, the modified Software shall be subject to this Agreement. Customer shall not disclose, sublet, sublicense, assign or transfer the Software, Documentation or know-how associated with operating and maintaining the System or any portion thereof, or any rights relating thereto to any third party without the prior written consent of EnvisionTEC. EnvisionTEC may (but is not obligated to) modify the design, instructions or operating parameters of the Software or any portion thereof; in such event, the modified Software shall be subject to this Agreement. The license granted under Section 1 does not include the right to obtain or practice new releases or upgrades of any EnvisionTEC software. Customer agrees to limit its use of the Software solely to the equipment on which the Software was originally installed by EnvisionTEC or on such other equipment as EnvisionTEC may consent in writing. Upon the termination of the license to use the Software, Customer shall return all copies of the Software and the Documentation to EnvisionTEC.

10. **ARBITRATION/APPLICABLE LAW.** All disputes, controversies, claims, allegations, meaning or application, or differences which may arise between the parties, out of or in relation to, or in connection with this Agreement, or any of its appendices attached thereto, or for the breach thereof, shall be settled by arbitration

under the Rules of the American Arbitration Association (a/k/a AAA) by one or more arbitrators appointed in accordance with such rules. The arbitration shall be held in the State of Michigan in the eastern district of Michigan, Metro Detroit Area, and governed under the Constitution and Laws of the State of Michigan. The decision of the arbitrator will be final and binding on the parties, and each party agrees to abide by and comply with the award and decision of the arbitrator. Either party may file the Arbitrator's award with the Wayne County Circuit Court for a judgment on the award.

11. **ENTIRE AGREEMENT** This entire Agreement supersedes all other agreements and understandings, and becomes the entire Agreement between the parties.

12. **STATUTE OF LIMITATIONS** Any claim brought against Customer for known or unknown allegations against EnvisionTEC, must be filed, if at all, no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. Customer acknowledged the limited period of Statute of Limitations on which to bring an Arbitration Claim and waives any argument to the contrary.

13. **Miscellaneous** Both EnvisionTEC and Customer will comply with all laws applicable to them in connection with the performance of their respective obligations under this Agreement. Except as specifically set forth in Section 1 above, nothing contained in this Agreement shall constitute a grant by EnvisionTEC to Customer of any right or license with respect to any product, patent, copyright, trademark, trade secret, know-how or other confidential or proprietary information in which EnvisionTEC has an interest. Upon a material breach of this Agreement by Customer, in addition to all other rights and remedies under the law, EnvisionTEC may terminate this Agreement and/or licenses granted to Customer hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions hereof. The headings of the several Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement (including any addendum hereto) represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous discussions, agreements, and understandings relating thereto. This Agreement may not be varied or modified other than by a writing executed on behalf of the parties and shall be binding upon the parties and their respective successors and assigns.