



CONCR3DE

GENERAL TERMS AND CONDITIONS CONCR3DE B.V.

ARTICLE 1 - DEFINITIONS

In these general conditions of sale and supply of services the following definitions apply:

Customer: any party to which CONCR3DE supplies goods and/or for which it performs or has agreed to perform services, and any party that has given CONCR3DE an instruction of another nature;

CONCR3DE: CONCR3DE B.V. and/or its affiliated companies;

Agreement: all agreements between CONCR3DE and the Customer, as well as any act legal or otherwise related to the foregoing.

Activities: the range of design, installation and maintenance activities, including the delivery of goods and services, that CONCR3DE carries out under the Agreement.

System: a 3D printer produced by CONCR3DE and its associated software

Materials: substance used by CONCR3DE 3D printer, in particular powder or ink.

Authorized Service Provider: an organisation that CONCR3DE designated to service products covered under CONCR3DE's warranty

Intellectual Property Rights: patents, utility models, rights to inventions, copyrights (including rights in software), moral rights, trademarks, trade names and domain names, design rights, database rights, and all other intellectual property rights in any part of the world, in each case whether registered or unregistered, and in each case all rights to apply and applications for such rights.

ARTICLE 2 - APPLICABILITY

1. These general conditions of sale and supply of services apply to any past or future offer, quotation, and Agreement.

2. CONCR3DE may amend these general conditions of sale and supply of services and shall inform the Customer thereof in writing.

3. Any general conditions of the Customer are expressly excluded from applicability.

4. If the substance of the Agreement deviates from the substance of these general conditions of sale and supply of services, the substance of the Agreement prevails.

ARTICLE 3 - OFFER; FORMATION OF THE AGREEMENT

1. Quotations and price offers are indicative. CONCR3DE may cancel or modify the quotations and price offers at any time.

2. An Agreement is valid if CONCR3DE has expressly accepted an order or instruction from the Customer in writing.

ARTICLE 4 - PRICES AND PAYMENT

1. Prices are exclusive of VAT and other governmental levies.

2. All payment claims are due for immediate payment of 40% upon signing of a contract, 30% upon receipt of CONCR3DE's notification of the delivery date by the Customer, 30% upon the acceptance of the goods by the Customer.

3. Customer shall bear all costs incurred by CONCR3DE in connection to shipping, transport, packaging, import and export duties, insurance, taxes, acceptance and approval procedures required by government authorities or the Customer.

4. Customer shall pay all valid invoices issued by CONCR3DE within fourteen (14) days of the invoice date, without any reduction or set-off.

5. In the event of late payment, the Customer will be in default by operation of law and will be required to pay statutory interest (within the meaning of Article 6:119(a) of the Dutch Civil Code)

with effect as from the invoice date. If the delay in payment exceeds 30 days, the Customer shall pay statutory interest increased by two (2) percentage points.

6. The Customer shall pay all judicial and extrajudicial costs that CONCR3DE may incur due to the fact that the Customer fails to fulfil its obligations properly and on time.

7. The Customer has no right of suspension of any of its payment obligations.

ARTICLE 5 - OBLIGATIONS OF THE CUSTOMER

1. The Customer has a duty to cooperate with CONCR3DE and to ensure the timely supply of any information, which is or may be necessary for the execution of the Agreement.

2. The Customer is responsible for ensuring that any information supplied is accurate, complete and reliable (also if this information has been provided by or through another party). CONCR3DE may at all times legitimately rely on the information provided by the Customer.

ARTICLE 6 - DELIVERY OF GOODS; PERFORMANCE OF SERVICES

1. CONCR3DE may make partial deliveries and issue partial invoices in connection with them.

2. Delivery terms and times quoted or agreed will not be considered to be a final deadline but an estimate.

3. CONCR3DE undertakes to execute the Agreement to the best of its ability, with due observance of the Customer's legitimate interests, but shall not guarantee the achievement of any result that is envisaged.

4. If the Customer fails to accept delivery or timely delivery of goods offered for delivery in accordance with the Agreement, all costs incurred in vain by CONCR3DE in connection with the offer and any additional costs of transport, custody and storage will be for the Customer's account. The risk will also pass at the time at which CONCR3DE offers the goods for delivery in accordance with the Agreement and the Customer fails to accept delivery for any reason whatsoever.

5. If the contractual goods are delivered to a location outside of the Netherlands, CONCR3DE's services may be subject to export and import restrictions. The Customer shall ensure compliance with all applicable export and import control provisions. The Customer shall indemnify CONCR3DE from all claims in connection to the export/re-export requirements imposed on contractual products or services.

6. CONCR3DE may designate the method of delivery of the Materials. Customer may designate the method of delivery of the System. FCA Incoterm applies to the delivery of the System.

ARTICLE 7 - RETENTION OF TITLE

1. CONCR3DE shall retain title to all goods that it delivers until the Customer has fully paid all amounts that the Customer is required to pay to CONCR3DE by virtue of the Agreement and/or other agreements, including any interest and expenses.

2. Notwithstanding the provisions of Subclause 1 above, the Customer may dispose of and deliver goods that were delivered subject to retention of title as part of its normal business conduct.

3. In such case, the Customer shall inform third parties of CONCR3DE's retention of title.

4. In the event of any failure in timely payment by the Customer, CONCR3DE will be entitled to repossess the goods subject to retention of title on its own authority for the account of the Customer, regardless of where they are located. The Customer shall render its full cooperation for that purpose.

ARTICLE 8 - COMPLAINTS; EXPIRY PERIOD

1. The Customer shall inspect the goods immediately after delivery and shall verify whether the services have been rendered in a satisfactory manner and in accordance with the Agreement.

2. The Customer may request CONCR3DE to provide reasonable assistance to facilitate the inspection referred to in Subclause 1. The Customer bears the risk of the inspection.

3. The Customer shall bear all the risk associated with and damage resulting from the inspection.

4. Any complaint of the Customer regarding incorrect or incomplete fulfilment of an order shall be submitted to CONCR3DE in writing within eight (8) days of the date on which the goods were delivered or the services were or should have been rendered. If the complaint is not submitted to CONCR3DE within this term, the Customer no longer has any claim against CONCR3DE regarding incorrect or incomplete fulfilment of an order.

5. The Customer shall include a clear and accurate description of the complaint. Customer shall deliver a sample of the non-conforming Materials to CONCR3DE for testing within five (5) days of the notification. CONCR3DE has five (5) business days of the receipt of the Materials to complete testing.

6. If CONCR3DE considers a complaint to be well founded, it will, at its option, either repair or replace the delivered goods or rendered services, or credit the purchase price paid by the Customer in connection with the delivered goods or supplied services, and, as the case may be, take back the delivered goods.

7. Lodging a complaint does not relieve the Customer from its payment obligation.

ARTICLE 9 - WARRANTIES

1. The warranty period applicable to the Agreement is one (1) year. The warranty period starts thirty (30) days after the delivery of the System to the carrier or upon installation, whichever is sooner.

2. CONCR3DE or its Authorized Service Provider shall promptly repair or replace the System to restore the conformity of the System with the specifications provided in the Agreement. Consumable or expendable parts, such as fuses or printheads, are excluded from this warranty.

3. The Customer does not derive any rights from any information provided supplied by CONCR3DE. The Customer shall independently verify the suitability of the contractual products for the purposes intended by the Customer based on their own inspection.

4. The warranty shall not apply if the damage to the System or the Materials results from the improper treatment or use of the System or Material. Improper treatment or use includes but is not limited to storage, installation, erection, commission, operation, modification or repair outside of the specifications, inadequate maintenance, excessive use, use of unoriginal components, or materials which are not in accordance with the specifications. The warranty shall not apply if the damage results from defective construction works of the Customer or third parties, unsuitable building lots or as a result of chemical, electro- chemical or electrical factors.

5. Subclause 4 shall not apply if, and the extent to which, the Customer can demonstrate that the damage referred to in Subclause 4 nevertheless results from intent or wilful recklessness exclusively on the part of CONCR3DE's executive staff.

ARTICLE 10 - LIABILITY FOR DAMAGE

1. CONCR3DE shall not be liable for any damage suffered on the part of the Customer, unless the damage results from intent or wilful recklessness exclusively on the part of CONCR3DE's executive staff.

2. The Customer shall report the damage it has



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incurred to CONCR3DE in writing as quickly as possible but within fourteen (14) days after the damage was caused or became known. Any damage not reported within this term shall not be eligible for compensation. All legal claims of the Customer against CONCR3DE will in any event prescribe after one (1) year, to be counted from the date on which the relevant obligation fell due under the order or the event occurred that caused the damage.

3. The Customer will indemnify CONCR3DE against all claims of third parties on any basis whatsoever in connection with goods delivered by CONCR3DE to the Customer or in connection with services rendered by CONCR3DE to the Customer, unless and insofar as the Customer demonstrates that the claim of a third party is in no way related to any circumstance that falls within the Customer's scope of risk.

4. CONCR3DE's liability shall in any event not exceed the price paid by the Customer under the Agreement.

ARTICLE 11 - INTELLECTUAL PROPERTY

1. Each of CONCR3DE and the Customer will remain the owner of all Intellectual Property Rights that they own. All Intellectual Property Rights in connection with the System, the Materials, and Activities developed by CONCR3DE, irrespective of whether such Intellectual Property Rights are generated in connection with a specific request of the Customer, are owned by and will remain with CONCR3DE. Except as explicitly provided otherwise, these conditions do not entitle either of the Parties to an assignment of or licence under any Intellectual Property Rights of the other Party.

2. Subject to fulfilment of the Customer's obligations under the Agreement (including these conditions), CONCR3DE hereby grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable and non-sub-licensable, revocable licence under CONCR3DE's Intellectual Property Rights solely to the extent necessary to use the System and other products supplied by CONCR3DE under the Agreement, provided that the System is used exclusively in combination with the Materials supplied by CONCR3DE.

3. The Customer shall not reproduce, reverse-engineer, disassemble or modify the System, the Materials or any other product supplied by CONCR3DE, and shall not allow third parties to do so, without CONCR3DE's express and written permission. This Clause does not apply to the extent the Intellectual Property Rights to any products, not being a System or Materials, are owned by the Customer (particularly, designs of the Customer for the production of 3D printed products by CONCR3DE).

4. The Customer hereby grants to CONCR3DE a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable and non-sub-licensable, revocable licence under the Customer's Intellectual Property Rights solely to the extent necessary for CONCR3DE to perform its obligations under the Agreement.

5. If CONCR3DE manufactures the System, Materials or any other product, or applies any process to it, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer indemnifies CONCR3DE against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) incurred by CONCR3DE in connection with any claim for infringement of any third party Intellectual Property Rights which results from CONCR3DE's use of the Customer's specification or such other information.

The indemnity applies whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of CONCR3DE.

ARTICLE 12 - CONFIDENTIALITY

1. All information provided by CONCR3DE which the Customer can reasonably assume to be confidential, including but not limited to quotations and Materials specifications, may not be disclosed. The Customer shall impose the same obligation on its employees or third parties that it has engaged in the performance of the Agreement.

ARTICLE 13 - FORCE MAJEURE

1. In the event of force majeure (clause 6:75 DCC) on the part of either party, the affected party may partly or fully suspend the performance of the Agreement for as long as the situation of force majeure continues, without either party being liable for payment of any compensation to the other party. If the force majeure situation is reasonably expected to continue for more than three (3) months, or has already lasted for three (3) months, the non-affected party may dissolve the Agreement by registered letter effective immediately and without recourse to the courts, without thereby creating any rights to compensation.

2. CONCR3DE shall not be liable if non-performance under the Agreement results from labour irregularities on the part of third parties or CONCR3DE's own personnel, non-performance by the assistants, impediment to transportation, fire and loss of components to be processed, measures taken by any domestic, foreign or international body, including import bans or trade bans, acts of violence or armed acts, and disruptions to the power supply, communication links or System and software belonging to CONCR3DE or to third parties. In the event of circumstances referred to in this Subclause, CONCR3DE shall take all reasonable measures to limit the adverse effect on the Customer.

ARTICLE 14 - SUSPENSION; DISSOLUTION

1. Only CONCR3DE may, at its option, fully or partly suspend the performance of the Agreement or dissolve the Agreement in full or in part by written notice to the Customer, with immediate effect and without CONCR3DE being liable for payment of any compensation, in the event that:

- a) the Customer fails to fulfil any of its obligations under the Agreement and/or these general conditions of sale;
- b) the Customer applies for or is granted a suspension of payments, or applies for or is declared bankrupt;
- c) the Customer is placed under legal guardianship or administration;
- d) the Customer's enterprise is sold or discontinued;
- e) permits which are required for the performance of the Agreement are revoked; or
- f) an attachment is levied on a significant part of the Customer's operating assets.
- g) CONCR3DE has a reason to expect non-performance of the Customer's obligations under the Agreement and/or these general conditions of sale and the Customer is unable to provide a suitable assurance, including a bank guarantee or equivalent, for Customer's own account and risk.

2. All claims, which CONCR3DE may have or come to have against the Customer in the situations mentioned in Subclause 1, shall be immediately due and payable in full.

ARTICLE 15 - ASSIGNMENT; OUTSOURCING

1. The Customer cannot assign any of its rights and

obligations under the Agreement or contract out the performance thereof to third parties without the prior written permission of CONCR3DE.

2. CONCR3DE may engage third parties for the purpose of executing the Agreement. CONCR3DE is not liable for damage or loss caused by acts or omissions of these other persons engaged by it.

ARTICLE 16 - INVALIDITY OF ONE OR MORE PROVISIONS

1. The invalidity of any provision of the Agreement and/or these general conditions of sale and supply of services will not affect the validity of the other provisions of the Agreement and/or these general conditions of sale and supply of services.

2. If any provision of the Agreement and/or these general conditions of sale and supply of services is invalid, or is unacceptable in the given circumstances according to the criteria of reasonableness and fairness, a provision shall apply between the parties, which is acceptable considering all the circumstances.

ARTICLE 17 - APPLICABLE LAW AND JURISDICTION

1. The legal relationship between CONCR3DE and the Customer is governed exclusively by Dutch law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2. Any dispute between CONCR3DE and the Customer will be exclusively settled by the competent court of Rotterdam.