

# General Terms and Conditions of Sale and Delivery

of voxeljet AG, Paul-Lenz-Straße 1a, 86316 Friedberg (Germany)



## 1. SCOPE

- 1.1 Our General Terms and Conditions of Sale and Delivery (hereafter: GTC) shall apply exclusively to all contracts, including ancillary services, advisory services and information, which we, voxeljet AG, conclude in our role as seller, supplier and contractor.
- 1.2 Upon the placement of a purchase order/awarding of a contract on the part of the buyer or ordering party (hereafter: customer), our GTC shall be deemed as acknowledged and a part of the contract. Contrary or diverging customer terms are hereby expressly objected to. They shall only become a content of the contract in individual cases with our express consent. Our GTC also apply if we provide the service for the customer without reservations and in knowledge of any customer terms that oppose our terms or diverge from our GTC.
- 1.3 Our GTC shall only apply with respect to companies (§ 14 of the German Civil Code (BGB)), legal entities under public law or a special asset under public law in terms of § 310 Subp.1 Clause 1 BGB.
- 1.4 Our GTC also apply to all future contracts concluded with the customer as a seller, supplier and customer.
- 1.5 Individual agreements reached in an individual case with the customer (including collateral agreements, supplements and amendments) shall in all cases have precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the contents of such agreements.
- 1.6 All customer's legally relevant declarations and notifications relating to the contract (e.g. setting of deadlines, notifications of defects, declaration of cancellation or reduction), shall be made in writing, i.e. in the written form or in the text form (e.g. letter, e-mail, fax) in order to be valid. Statutory formal requirements and further certifications, in particular in case of doubt concerning the legitimation, shall remain unaffected.

## 2. OFFER, OFFER DOCUMENTS, ORDER CONFIRMATION, SERVICE SCOPE

- 2.1 Our offers are always indivisible, non-binding and subject to change without notice.
- 2.2 All of the documents that belong to our offers (e.g. letters, plans, drawings, calculations, illustrations, samples, test pieces, models, designs), which are provided to the customer or third parties attributable to the customer as part of the contract negotiations or the contract relationship, shall be non-binding. In addition, Number 11.1 shall also apply.

- 2.3 The scope of our service obligations is determined by our written order confirmation or delivery contract. The customer's order is only considered accepted once the order confirmation has been received or the delivery contract has been signed, or the goods are shipped. Change requests by the customer with respect to our order confirmation or delivery contract, regardless of the type, shall only become a content of the contract with our express confirmation.
- 2.4 All information regarding the suitability and possible applications of our services is provided to our best knowledge. However, this information is merely based on our experience values, which cannot be deemed as representing the agreed property or as guaranteed; they do not establish any claims against us. In particular, the customer shall not be released from the obligation to independently verify the suitability of our services for the purpose intended by him based on his own inspections.
- 2.5 Our services are performed according to the relevant German technical and legal provisions and standards in the version that applies on the date the contract is concluded.
- 2.6 We are entitled to use third parties as vicarious agents in fulfillment of the contractual services.

## 3. PRICE, DUE DATE, PAYMENT TERMS, PERIOD OF LIMITATION, OFFSET, HOLDBACK, REFUSAL TO PROVIDE SERVICE

- 3.1 All offered and agreed prices shall be FCA (Incoterms 2010). The prices agreed by the parties for the contractual services also do not include insurance and taxes. All of the costs incurred by us for shipping, transport, packaging, import and export duties, insurance, taxes, acceptance and approval procedures required by government authorities or the customer, etc. will be invoiced separately to the customer.
- 3.2 Prices shall be exclusive of the applicable statutory VAT where applicable.
- 3.3 Our claims for payment relating to service activities (print molds and cast parts) are due for immediate payment upon receipt of our invoice by the customer and must be paid without deductions.
- 3.4 Subject to different individual agreements, our claims for payment relating to system activities (printing machines) are due for immediate payment 30 % upon signing of a contract, 60% upon receipt of our notification of the delivery date by the customer, 10 % upon the acceptance of the goods by the customer.
- 3.5 The timeliness of the customer's payment shall be determined by the date the payment is received. Cheques and drafts will only be accepted on account of performance. In addition, we only accept

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payments by draft if we have provided our prior written consent.

- 3.5 In the event our goods are provided or delivered more than six months following the conclusion of the contract, either by agreement or for reasons for which we are not at fault, and if our labor and/or material costs increase or decrease by more than 5% between the time the contract is concluded and the delivery/provision takes place, the agreed price shall change accordingly; to this end, the price calculation is based on a labor and material portion of 45% each, and a fixed price portion of 10%. If the price increases or decreases by more than 10%, both the customer and we may withdraw from the corresponding part of the contract.
- 3.6 We are entitled to demand partial payments/installment payments for partial services.
- 3.7 In the event the customer is in payment default, we are entitled to apply default interest of 9 % points above the three-month Euribor rate of the European Central Bank; the interest is calculated on the Euribor quotation of the day the payment is in default. We also reserve the right to assert additional damages.
- 3.8 In the case of justified doubts regarding the customer's ability to pay, voxeljet is authorized to demand security or withhold all or some of the outstanding services from this contract with the customer.
- 3.9 In the absence of longer limitation periods set by law, our claims for payment shall lapse 5 years after the end of the year in which the claim becomes due.
- 3.10 The customer shall only be entitled to rights related to offsets, holdbacks and refusal of service if his counter claims are legally valid and undisputed. In addition, the customer is only authorized to exercise a holdback right to the extent that his counter claim is based on the same contract relationship.

## 4. PARTIAL PERFORMANCE, TIME LIMITS, DEADLINES, DELAYS

- 4.1 We are entitled to provide partial performance at all times, following a reasonable consideration of the customer's interests. We are entitled to deliver the entire or partial performance before the delivery date, with reasonable consideration of the customer's interest.
- 4.2 Deadlines or time limits can be bindingly and non-bindingly agreed upon. Deadlines or time limits indicated by or arranged with us shall be deemed to be non-binding, unless they have been expressly agreed as binding. Numbers 4.3 to 4.8 apply in situations in which binding deadlines or time limits have been arranged as an exception.
- 4.3 Time limits are no longer considered binding if the item or scope of the order is changed or expanded after the time limit has been agreed to.

- 4.4 Time limits begin at the earliest with the payment of agreed or required down payments or installment payments by the customer.
- 4.5 A time limit is adhered to if we have started with the performance of our services at its expiry or the goods have left our delivery plant/warehouse, or an availability notice has been submitted to the customer for contracts with ex delivery plant/warehouse deliveries.
- 4.6 Adherence to time limits on our part presumes the proper fulfillment of contractual obligations on the customer's part. In the case of default on the part of the customer, all time limits for services rendered by us shall be extended by the period of default plus a reasonable restart period. We may ask the customer to reimburse us for additional expenses caused by a delay for which the customer is responsible, in particular for the extended provision of personnel. Additional claims shall not be affected.
- 4.7 Time limits shall be extended in circumstances for which we are not at fault and in cases of force majeure (e.g. unforeseeable disruptions to operations, transportation or shipping, in the case of fire damages, flooding, unforeseeable lack of labor, energy, raw materials or ancillary materials, subsequent material shortages, import and export restrictions, strikes, lock-outs, official orders, epidemics, armed conflicts, riots and similar unforeseeable events which render provision of performance difficult or impossible for us or our suppliers or freight companies) of a temporary nature in accordance with the time period of the hindrance plus a reasonable restart period. We will immediately notify the customer of such hindrances to performance. The parties will subsequently coordinate the subsequent course of action.
- 4.8 In the event our deliveries are delayed for reasons that are within our control, the customer shall be entitled, following a reasonable written extension, which must normally be at least four weeks, to withdraw from the contract pursuant to the statutory provisions.
- 4.9 A withdrawal by the customer due to delay is excluded if we have started with the performance of our services at the end of the extension or the goods have left our delivery plant/warehouse, or an availability notice has been submitted to the customer for contracts involving ex delivery plant/warehouse deliveries.

## 5. PROVISION OF GOODS, SHIPPING, RESPONSIBILITY FOR RISK, DELAY IN ACCEPTANCE, PACKAGING

- 5.1 The contractual products are provided on the basis of FCA (Incoterms 2010) at voxeljet's premises for

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pick-up. We will notify the customer when the contractual products are ready for pick-up. The customer is required to pick up our goods within seven calendar days from our company's premises following receipt of our invoice or notification of readiness for delivery.

- 5.2 Shipment of our goods shall only take place at the request, cost and risk of the customer. The selection of the shipping method shall be our responsibility, including a reasonable consideration of the customer's interests.
- 5.3 Upon express request and at the cost of the customer, we will also insure goods deliveries against theft, breakage, transport, fire and water damages as well as other insurable risks.
- 5.4 In the event the customer refuses to accept our performance at the end of a reasonable extension (acceptance delay), we are entitled to withdraw from the contract and demand damage compensation, without prejudice to further claims.  
In the event the shipping or pick-up of our goods is delayed for reasons for which we are not at fault by more than one month following the notice of delivery readiness to the customer, we may store the goods at our own discretion and at the customer's risk and cost.
- 5.5 Customers are obliged to inspect our goods immediately following delivery for obvious transport losses, transport defects or damages, to determine objections in accordance with the conditions of the carrier in the presence of the driver, to document the same and provide us with written notification of the same immediately, but no later than seven calendar days after delivery. Customers are responsible for always performing the required formalities with regard to the carrier. If they fail to do so, any claims due to obvious volume differences, defects or damages to the contractual products shall be excluded. Number 7.3 shall not be affected by these provisions.
- 5.6 Packaging will only be taken back in line with the statutory obligations. If the customer is not a private end consumer in terms of sec. 3 subsect. 11 sentence 2 of the Packaging Regulation (Verpackungsverordnung), the disposal of sale packaging (sec. 3 subsect. 1 no. 2 Packaging Regulation) will be charged to the customer on the basis of cost. Packaging cannot be returned for shipments outside of Germany. Where packaging is not returned to us, any participation on our part in the assumption of disposal costs shall be excluded.

## 6. RETENTION OF TITLE

- 6.1 We shall retain title to all contractual products until such time as all claims from this contract have been paid.

Retention of title with regard to the customer shall

also be maintained if we include the claims in an ongoing account (current account) and the balance is drawn and acknowledged (current account reservation). The transfer of risk as per Number 5 shall not be affected.

- 6.2 The customer must handle our goods subject to retention of title in a careful manner. He shall be obliged to sufficiently insure our goods subject to retention of title for the gross value and at his own cost against fire, water and theft damages. As a precautionary measure, the customer already assigns to us his claims for compensation from these insurance policies in the amount of the gross value of the goods. The assignment is hereby accepted.
- 6.3. The processing, combination and/or mixing of our goods subject to retention of title by the customer shall always be carried out on our behalf, without resulting in any obligations on our part. Where the goods are processed, combined and/or mixed with other items that do not belong to us, we shall assume co-ownership in the new item at the proportion of the gross value of the goods subject to retention of title to the other items at the time of processing, combining and/or mixing. Where the customer acquires sole ownership in the new item, it is hereby agreed that the customer shall transfer co-ownership to us in accordance with the gross value of the goods. In the event the customer acquires possession of the new item, he shall safeguard any sole or co-ownership thus obtained on our behalf. Safekeeping is provided by the customer at no charge. For the remainder, with respect to the goods resulting from processing, combining and/or mixing, the same shall apply as for goods delivered under retention of title.
- 6.4 In the event our goods subject to retention of title or items produced from the same are installed on the property of a third party in such a manner that our goods subject to retention of title become an integral part of the property, the customer already now assigns to us, in lieu of our ownership rights to the goods subject to retention of title, the customer's claim against his customer in the amount of the gross value of the goods for our installed goods subject to retention of title in order to safeguard our claims. The assignment is hereby accepted.
- 6.5 The customer is entitled to resell the goods subject to retention of title as part of proper business activities, as long as he continues to meet his obligations to us and the resale results in a payment claim that is at least equal to the customer's purchase costs. In the event of a resale of our goods subject to retention of title by the customer, the latter may only deliver the goods subject to retention of title to his customers under an effectively agreed retention of title until full payment has been submitted

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(forwarded retention of title), whereby the current account reservation agreed to in Number 6.1 shall not apply to the forwarded retention of title.

The customer hereby assigns to us all claims against his customer or third parties resulting from the resale of our goods subject to retention of title in advance, including any claims to which he will be entitled to in the future, in accordance with the gross value of our goods subject to retention of title. The assignment is hereby accepted. Where our goods subject to retention of title are processed, combined and/or mixed with items that do not belong to us, the assignment of claims shall only apply at the proportion of the gross value of our goods subject to retention of title to the value of the outside items that are also sold. Notwithstanding the assignment, the customer shall remain authorized to collect the claim. Our authorization to collect the claim on our own shall not be affected. However, we are obliged not to collect the claim as long as the customer properly meets his payment and other obligations to us.

In the case of payment default, suspension of payments and an application for insolvency regarding the customer's assets, the authorizations for reselling the goods subject to retention of title and collection of customer claims shall expire automatically. The customer is required to inform us of the assigned claims and their debtors at our request and also provide us with all information required for collection purposes and to hand over associated documents, particularly account books. A withdrawal from the contract is not required for the assertion of a retention of title.

- 6.6 In the case of customer actions that are in breach of contract, particularly in the case of payment default, we are entitled to take back our goods that have not yet been paid. To this extent, the customer shall not have any right to possession. Following the return of the goods, we are entitled to utilize of the same. The utilization proceeds is to be credited against the customer's liabilities less utilization costs. The customer is free to provide evidence that the utilization has resulted in unreasonably high costs. As a result, the customer shall not be responsible for the corresponding difference.
- 6.7 The customer is not permitted to pledge the goods subject to retention of title or assign them by way of security. Goods subject to retention of title delivered by us must be expressly excluded from any transfers by way of security for entire warehouse stocks.
- 6.8 In the case of compulsory enforcements, attachment or other interference by third parties with respect to our goods subject to retention of title, the customer is required to make reference to our retention of title and immediately notify us in writing,

so that we can implement the required countermeasures. Where measures taken against compulsory enforcement, attachment or other interference are successful, the customer shall be liable for all court or out-of-court costs incurred by us, insofar as no other compensation is demanded.

- 6.9 In the event the goods subject to retention of title are delivered to a location outside of the Federal Republic of Germany or are moved to such a location by the customer, the following shall take precedence over Number 6.1 to 6.9: the customer is responsible for ensuring that our retention of title is effectively protected in the country in which the goods subject to retention of title are located or to which they are transported. Insofar as this requires specific actions (e.g. special identification or local registry entries), the customer will undertake these actions to our benefit and at his cost. In the event our participation is required, the customer will immediately notify us of this requirement. In addition, the customer will inform us of all significant circumstances that are important in achieving the most extensive protection of our property. In particular, the customer will provide us with all documents and information that is required to enforce our rights from the property. In the event a retention of title cannot continue or be agreed at the location of the goods subject to retention of title, the customer shall be required to obtain for us a legal position that protects us in an equally effective and suitable manner.
- 6.10 If the realizable value of the securities exceeds our demands by more than 10 % then, at the request of the customer, we will release securities according to our choice.

## 7. STATUTORY RIGHT OF WARRANTY

- 7.1 The warranty period is one year from the date of delivery/acceptance. Differently from sentence 1, statutory limitation periods shall apply to defects in services that relate to building materials, building parts, a structure or planning and monitoring services for a building. Also differently from sentence 1 statutory limitation periods shall apply in case of claims for compensation in accordance with the Product Liability Law, due to injury to life, body or health or as a result of an intentional or grossly negligent breach of obligation.
- 7.2 Statutory right of warranty for material defects:  
(a) Our warranty for service activities (print molds and cast parts) only extends to the lack of material errors and manufacturing errors for the goods in accordance with the agreed specifications. Our products have not been designed for life-maintaining systems and/or applications within nuclear facilities and may not be used for this purpose; any intended use of our products for such

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- applications requires our special written consent for each separate case.
- (b) Our warranty for system activities (printing machines) only extends to the conformity with the product specifications listed on the homepage and those listed in the general terms and conditions SYSTEMS and to the compliance with the provisions and standards that apply to the contractual products in Germany at the time the contract is concluded.
- (c) All other information regarding suitability and possible uses of the contractual products only represent experience values that are not deemed agreed characteristics. In particular, the customer shall not be released from the obligation to independently verify the suitability of the contractual products for the purposes intended by the customer based on his own inspection.
- (d) Once the notice of defects has been received, the customer is required to grant us the time and opportunity that is required to inspect the reported defects.
- (e) In the case of unjustified notices of defects, the customer shall be responsible for the costs incurred by us as a result of the inspection, unless he could not detect the absence of a defect. Work that is carried out as a result of a customer's notice of defects shall never include an acknowledgment of a defect, a claim regarding a defect or an obligation for subsequent performance.
- (f) In the case of a customer's justified notice of defect, the customer shall be entitled, at our choice, to free subsequent performance or a replacement delivery/new manufacture. In the event the rectification of defects or replacement delivery/new manufacture fails despite a reasonable number of attempts, which shall be at least two in number, the customer shall be entitled to the statutory rights. Number 8 applies to damage compensation claims.
- (g) The customer shall be responsible for all resulting additional costs if the contractual products have been moved to a location different from the original installation location.
- (h) If we were not obliged to install the contractual products, supplementary performance shall not include the dismantling of defective contractual products nor the installation of non-defective contractual products.
- 7.3 Statutory right of warranty for legal defects:
- (a) We warrant that the contractual products do not breach third-party rights in Germany and that we are not aware of the contractual products breaching any rights of third parties outside of Germany.
- (b) We are not responsible for a violation of third-party rights that is due to the customer using the product contrary to the contract, in particular outside of the specifications or approved purposes.
- (c) In the event a third party alleges a breach of its rights vis-a-vis the customer, the latter will immediately inform us and relinquish control over the defense against the third-party claims to us. Where we have assumed warranty pursuant to Number 7.3 (a) for the freedom of third-party rights, we will endeavor to modify the contractual products so as to rectify the breach of third-party rights or acquire a license for the use of the third-party right. If this cannot be achieved with reasonable effort, the customer shall be entitled to withdraw from the contract for the relevant contractual product and demand the return of the purchase price taking into account the time of use or a corresponding reduction in the purchase price. Number 8 applies to damage compensation claims.
- 7.4 Consumers must immediately notify us in writing of obvious defects, wrong deliveries or wrong amounts, and no later than seven calendar days following shipment of our performance. Customers must immediately notify us of hidden defects, no later than seven calendar days after detection. If the Customer fails to provide timely notification, our goods/work performance shall be deemed approved and accepted. For business customers that are merchants in terms of the German Commercial Code (HGB), § 377 HGB shall also apply. With respect to recourse claims that are based on the purchase of consumer goods, §§ 478 and 479 of the German Civil Code (BGB) shall apply in precedence. Number 5.6 shall not be affected.
- 7.5 We may refuse to repair defects as long as the customer has failed to fulfill his due obligations to us from the relevant contract. The assertion of a defense to actions for breach of warranty of quality or title and corresponding rights to refuse performance and holdback rights on the part of the customer shall not be affected.
- 7.6 Statutory right of Warranty shall be excluded if the defect is due to the fact that the customer or third parties stored, installed, erected, commissioned, used, operated, modified or repaired our goods or services improperly or outside of the specifications, maintained them inadequately, subjected them to excessive use, combined them with unsuitable parts (e.g. parts that did not originate from us or do not correspond with the original specifications) or installed them in the same. Also excluded is warranty for defects/damages resulting from the use of unsuitable operating materials and replacement materials, from defective building works of the customer or third parties, unsuitable building lots or as a result of chemical, electro-chemical or electrical factors. Sentences 1 and 2 shall not apply if, and the extent to which, the customer can prove that we are nevertheless at fault with regard to the defect.

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## 8 LIABILITY

- 8.1 Any damage compensation claims on the part of the customer, regardless of the legal reason, whether directly or indirectly associated with our performance/goods, shall be excluded. This shall not apply in cases of intent or gross negligence, of a lack of a guaranteed condition, of a breach of a cardinal contract obligation and, as far as we have mandatory liability in accordance with the Product Liability Law. Cardinal obligations are obligations the fulfillment of which enables the proper implementation of the contract and in the compliance of which the contract partner regularly trusts and may trust, hence the rights and obligations granted by the contract according to its contents and purpose.
- 8.2 Our liability for a breach of a cardinal contract obligation shall be limited to compensation of foreseeable damages that are typical for the contract, unless, we are compulsorily liable for other reasons in accordance with Number 8.1. Sentence 2.
- 8.3 We do not view damage compensation claims by the customer against us that are based on claims for breach of contract by the customer's customers or other provisions that go beyond statutory warranty as foreseeable and typical for the contract in the aforementioned sense. In each case we are entitled to provide proof of lesser damages.
- 8.4 Where damages are covered by insurance concluded by the customer for the relevant damage situation, our liability shall be limited to any disadvantages incurred by the customer in association with the damages, e.g. higher insurance premiums or disadvantageous interest rates up to the claims settlement by the insurer.
- 8.5 The preceding exclusions and restrictions of liability shall apply at the same scope in favor of our executive bodies, statutory representatives, employees and other vicarious agents.

## 9. INFORMATION REGARDING DATA PROTECTION LEGISLATION

We hereby advise that we store and process customer data that relates to the business relationship with the customer in terms of the Federal Data Protection Act (Bundesdatenschutzgesetz); the customer hereby provides his express consent.

## 10. EXPORT OF OUR DELIVERIES/SERVICES

If the contractual goods are delivered to a location outside of the Federal Republic of Germany or are transported to such a location by the customer, our services may be subject to export and

import restrictions. The customer is solely responsible for ensuring that all applicable export and import control provisions are adhered to. The customer indemnifies us from all claims in the event we are taken to task due to the export/re-export of contractual products or services, regardless of the legal reason, and this situation is the customer's responsibility.

## 11. INDUSTRIAL PROPERTY RIGHTS, CONFIDENTIALITY

- 11.1 The customer is required to secrecy with regard to confidential information. Confidential information refers to all of our non-evident technical, business, personal and other internal processes and situations, which were already communicated to the customer in connection with the contract or which are disclosed during the term of the contract. The customer must treat this information as business or operating secrets and ensure that third parties (including family members and employees not involved in the matter) do not acquire unauthorized knowledge of this confidential information. This duty of confidentiality shall continue after the end of the contract as long as the information has not been made manifest.
- 11.2 Insofar as the customer is required to disclose confidential information in terms of Number 11.1 and Number 11.2 due to a statutory obligation or a legally valid official or court order, he will disclose only such confidential information that must be disclosed on the basis of the statutory obligation or order and further will endeavor, to the best of his ability, to ensure that the disclosed confidential information is treated in accordance with this agreement where possible. The customer will immediately inform us of this obligation in writing by fax or e-mail and at our request will assist us to protect the confidential information or have it protected through the courts, as much as possible.
- 11.3 We reserve ownership and all copyright-related rights of use and recovery for all documents (e.g. letters, plans, drawings, calculations, illustrations, samples, test pieces, models, designs) and confidential concepts and ideas that we provide to the customer or for which we pay. The documents, concepts and ideas listed in sentence 1 may not be ceded or otherwise be made accessible to third parties without our prior approval. The copying of such documents is only permissible in line with the requirements of the contract and in compliance with copyright provisions. In addition, the full documents must be returned to us at our request at any time, unless the customer requires the documents for the purpose of implementing the contract or using our deliveries/goods. No later than the time the

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contract is not awarded or following the end of the contract, the customer must return all of the documents without requiring a request in this regard, unless he requires the documents to use our deliveries/goods. Third parties who come into contact with the documents, concepts and ideas as intended, must be obliged accordingly by the customer. Any assertion of a holdback right with regard to the documents is hereby excluded.

11.4 In the event a customer culpably breaches the confidentiality obligation in Number 11.1 and in Number 11.2, he will be required to pay a contract penalty of 5% of the agreed net counter performance, but at least EUR 20,000.00. Our right to assert additional damages shall not be affected.

## 12. PROVIDED TEMPLATES/DATA, BREACHES AGAINST MORALITY, LAWS AND RIGHTS, DELETION

12.1 Where the customer provides us with templates or data for our deliveries and performance, the customer hereby warrants that these templates/data and deliveries and performance rendered by us on that basis do not contain any grossly objectionable contents, breach statutory provisions or third-party rights (particularly industrial property rights of third parties based on property, brand, name, patent, work title or copyright laws).

12.2 In the event the templates/data provided by the customer for our deliveries and performance or our deliveries and performance rendered on that basis contain grossly objectionable contents, breach statutory provisions or third-party rights (particularly industrial property rights of third parties based on property, brand, name, patent, work title or copyright laws), we are entitled to (also partially) withdraw from the contract. The customer shall not derive any rights against us as a result of the withdrawal or the contract portion that is affected by the withdrawal. Where the customer is at fault for the withdrawal, the customer shall owe us compensation for all incurred costs and expenditures with regard to the contract portion affected by the withdrawal.

12.3 We are not responsible for templates or data that is provided to us by the customer for our deliveries and performance. In particular, we are not required to inspect the templates/data for possible breaches against morality, laws or rights. The customer hereby releases us from all penalties, damages, costs and claims for which he is at fault and which are asserted against us by government agencies or other third parties as a result of such breaches of morality or laws or breaches of third-party rights; the customer shall indemnify us against all claims and actions and will provide reasonable advance payments upon request.

12.4 We are neither able nor required to store or otherwise document the data provided to us by the customer for our deliveries and performance beyond the processing of the order. The customer shall be responsible for any required storage activities or other documentation for this data.

## 13. LANGUAGE, PLACE OF FULFILLMENT AND JURISDICTION, APPLICABLE LAW

13.1 German shall be the language of negotiations and the contract. German shall also be the language used in the implementation of the project.

13.2 Augsburg shall be the place of fulfillment for all obligations that result from and in connection with the contract.

13.3 Augsburg shall also be the exclusive place of jurisdiction for all disputes that directly or indirectly result from the contract, as long as the customer is a merchant in terms of the German Commercial Code (HGB), a legal person under public law, or a special asset under public law. This also applies independently of the merchant characteristic if the customer moves his domicile or customary place of residence abroad or his domicile or customary place of residence is not known at the time the suit is filed. In all cases we shall also be entitled to file suit at the customer's general place of jurisdiction.

13.4 The business relationship between the customer and us from and in connection with this contract shall be exclusively subject to the law of the Federal Republic of Germany in exclusion of the uniform UN Convention on Contracts for the International Sale of Goods (CISG).

**Last revision: August 2017**