GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY
ExOne GmbH

1. Scope

1.1 Our general terms and conditions of sales and delivery (hereinafter referred to as GTC) apply to all contracts, even for ancillary services, consultations and information, which we, i.e., ExOne GmbH, conclude for salespersons, suppliers and contractors.

1.2 This GTC applies exclusively to all our sales and delivery transactions, even for ancillary services, advice and information. Our GTC is considered as recognized and simultaneously as an integral part of the contract with the order/award of the order by the buyer (hereinafter referred to as Customer).Contrary or deviating conditions of the Customer are herewith expressly contradicted. They become contractual content only if we consent expressly in an individual case. Our GTC apply also then if we provide the service to the Customer without reservations in knowledge of contrary conditions of the Customer that deviate from our GTC.

1.3 Our GTC apply only towards entrepreneurs (Section 14 BGB [German Civil Code]), legal entities of public law or a special fund under public law under the terms of Section 310 Paragraph1 Sentence 1 BGB.

1.4 Our GTC apply also to all contracts with Customers, which we conclude on the part of sellers, suppliers and contractors.

1.5 All agreements concluded between us and the Customer, in particular quality agreements and warranties, additional agreements as well as additions and modification of these agreements, have to be put in writing. This also applies to a waiver of the requirement of the written form.

1.6 Legally relevant declarations and notifications, which are to be submitted after the conclusion of the agreement by the buyer to the seller (e.g., setting deadlines, defect notifications, declaration of cancellation or reduction) require the written form to be valid.

2. Offer, offer documentation, confirmation of the order, scope of service

2.1 Our offers are always indivisible, non-binding and without obligation. Our offers are binding only as an exception and in the individual case, when we submit the offer in writing and mark it expressly as binding. We are bound by binding offers only until the period indicated in the offer, at the most however until the expiry of two weeks after dispatch of the offer to the Customer.

2.2 All documentation (e.g., written documents, plans, drawings, calculations, illustrations, samples, specimens, models, designs) belonging to our offers, which are made available to the Customers or associated third parties within the context of the contractual negotiations or the contractual relationship, are non-binding unless they are expressly stated as binding. Number 11 applies in addition.

2.3 Offers for services requested by the Customers, which involve design work and are connected with (in particular graphic design) expenses or in which technical measurements, photographs of electrical circuits or trials are to be carried out, will be prepared by us only against remuneration. The Customer owes the normal remuneration if no agreement is concluded on the amount of remuneration. The remuneration is added to the purchase price if the contract on the offered service becomes legally binding.

2.4 Our written order confirmation is authoritative for the scope of our obligation to perform. Only with the dispatch of the order confirmation or of the goods is the Customer's order considered as accepted.

2.5 All details on suitability and application possibilities of our services are carried out according to the best of our knowledge. However, they only represent our experience values, which are not considered as our agreed quality or guaranteed; they do not justify any claims against us. The Customer is in particular not released from convincing himself from the suitability of our service for his intended purpose through his own examination.

2.6 Our services are in line with the relevant German technical as well as legal regulations and standards in the various versions valid on the respective day of the conclusion of the contract.

2.7 The Customer will receive in German language all the documents (instructions for use and maintenance, documents, plans, etc.) to be submitted to them by us or to be made available to them according to the contract. Translations will be prepared by us only at the request of the Customer and without assumption of liability by us for the accuracy of the translation; the Customer reimburses us for the costs of the translation at cost in this case.

3. Price, maturity date, payment, terms of payment, default in payment, statute of limitation, offset, retention, refusal for performance

3.1 All offered and agreed prices are understood to be supplying factory/warehouse. Costs for dispatch, transport, packaging, assembly, import and export duties, insurances, taxes, etc. are itemized in a separate invoice.

3.2 All prices apply plus the respective valid statutory VAT if these should be incurred.

3.3 Should there be agreements that deviate from numbers 3.1 and 3.2, then in cases of doubt the Incoterms in the current version at the time of the conclusion of the contract are considered as agreed in addition.

3.4 We are entitled to request part payment or advance payments from the Customer for partial services provided.

3.5 All our receivables are due for payment immediately on receipt of our invoice by the Customer and without deduction. The timeliness of the payment by the Customer depends on the receipt of the payment. We accept checks and drafts only as conditional payment. We accept payment by drafts only if we have agreed to such in writing in advance.

3.6 If the Customer defaults with payment, we are entitled to calculate default interest at the statutory level (at present 9% points above the basis interest rate): we reserve the right to claim further damage.

3.7 If the Customer should default in payment or if there are justified doubts concerning his ability to pay (e.g., by an application to initiate insolvency proceedings), we are entitled to request immediate payment for all receivables from the Customer and/or demand security even before the service, to hold back services still outstanding completely or partially from the one or other contracts with the Customer or to withdraw completely or partially from the existing contracts with the Customer.

3.8 The Customer is only entitled to rights for set-off, rights for retention and rights to refuse performance if his counterclaims have been legally established or are undisputed. The Customer is entitled to exercise his right of retention only if his counterclaim is based on the same contractual relationship.

4. Partial services, deadlines, delays, default in acceptance

4.1 We are entitled to partial services at any time under appropriate consideration of the interests of the Customer.

4.2 The dates or deadlines mentioned or agreed with us are always non-binding unless agreed otherwise in writing. If deadlines are agreed to be binding as an exception, then numbers 4.3 to 4.8 apply.

4.3 Deadlines lose their binding nature if the scope of the order is modified or extended after the agreement on the deadline.

4.4 Deadlines begin at the earliest with the payment of agreed down payments or advance payments to be made or instalments paid by the Customer.

4.5 A deadline is considered to be complied with if the execution of our service has begun before its expiry or the goods have left our supplying factory/warehouse—or in the case of third party transactions—that of our sub-suppliers, or the Customer is informed when the goods are ready in the case of contracts from a supplying factory/warehouse.

4.6 Deadlines are extended automatically appropriate to the period of the obstruction plus a reasonable restart period for reasons beyond our control and for acts of God of any kind (e.g., through unforeseeable operational, traffic or dispatch disturbances, damages by fire, floods, unforeseen lack of power, energy, raw materials and auxiliary materials, a subsequent scarcity of material, import and export restrictions, strikes, lock-outs, public authority decrees, epidemics, armed conflicts, riots and similar unforeseeable events, which will subsequently make it impossible or very difficult to render performance of the service difficult for us or our suppliers or the shipping companies). We will inform the Customers without undue delay of these obstructions to the performance.

4.7 If we should fall behind in delivery, for which we are responsible, then the Customer is entitled, after reasonable written extension of time (which as a rule should be at least four weeks) to withdraw from the part of the contract which is not yet executed unless the execution of our service has begun already or the goods have left our supplying factory/warehouse after the expiry of the extension of time—or in the case of transactions with third parties—the premises of our sub-suppliers, or the Customer has been informed that the goods are ready in the case of contracts from the supplying factory/warehouse.

4.8 Compliance with the deadlines by us presupposes the proper fulfilment of the contractual duties of the Customer. In the case of delay by the Customer, all deadlines are extended by the duration of the delay plus a reasonable start-up period.

4.9 If the Customer refuses the acceptance of our performance, then we are entitled regardless of further claims to withdraw from the contract and claim damages after expiry of a reasonable additional deadline (delay of acceptance). We are entitled without proof of damage to claim 10% of the agreed net consideration as flat-rate compensation unless the Customer proves to us that we have suffered no damage or only slight damage. In any case, we are always entitled to claim compensation for the actual damage.

5. Delivery, dispatch, risk assumption, packaging

5.1 Our obligation to perform is restricted to providing goods ready for shipment (ex-works from supplying factory/warehouse ExOne GmbH Incoterms 2010). The Customer undertakes to pick up our goods within seven calendar days after receipt of our notification of readiness or our invoice.

5.2 Our goods are dispatched only on request, and the costs as well as the risks have to be borne by the Customer. The selection of the mode of dispatch is left to us; we consider the interests of the Customer appropriately in this case.

5.3 The risk is transferred to the Customer with the provision of the goods and the communication that it is ready for dispatch or the handing over of the goods to the person executing the transport, at the latest however when the goods leave our supplying factory/warehouse, in the case of third party transactions when they leave the supplying factory/warehouse of our sub-supplier and indeed at the

time when the partial services take place. Sentence 1 applies independently of whether additional further services are agreed on (e.g., services performed). On request and at the cost of the Customer, we insure the goods against theft, breakage, transport, fire and water damages as well as other risks.

5.4 If the dispatch or the pick-up of our goods is delayed for reasons for which we are not responsible by more than one month from the notification of readiness for dispatch to the Customer, then we may keep the goods in storage at our discretion at the cost and risk of the Customer. In the case of storage in our supplying factory/warehouse, we are entitled to charge the Customer 0.25% of the net purchase price of the objects to be stored for each full week. In the case of third party storage, the Customer bears the actual storage costs. Apart from that, number 4.9 applies for default of acceptance by the Customer.

5.5 The Customer is obliged to examine our goods immediately after they have been delivered for apparent transport losses, transport defects or transport damages to establish any claims corresponding to the terms and conditions of the transport company in the presence of the freight forwarder as well as to document and to notify us in writing on the day of the receipt of the goods. The Customer always has to complete the necessary formalities with respect to the transport company. Should the Customer fail to make the notification in time, our goods are considered to be approved and accepted.

5.6 We will take back the delivered packaging exclusively within the context of our statutory obligations; in the case of deliveries to foreign countries, the packaging is not taken back.

6. Retention of title

6.1 We reserve the ownership of all our goods until the settlement of all claims from this contract. The retention of title towards the Customer continues to remain even if the claims from us are incorporated into a current account and the balance has been drawn and recognized (current account reservation). The transfer of risk under number 5 is unaffected by this.

6.2 The Customer shall handle our returned goods with care. He is obliged to insure our retained goods at his own cost against fire, water and theft adequately at the gross value of the goods and now assigns his claims to us for damages arising from these insurance policies amounting to the gross value of the goods as a matter of security. The assignment is herewith accepted.

6.3 Processing, connecting, mixing and/or commingling of our retained goods by the Customer takes place always for us, without us being held liable. In the event of any processing, connecting, commingling and/or mixing with objects that do not belong to us, we will become joint owners of the new product in the ratio of the gross value of our reserved goods to the other objects at the time of the processing, connecting, commingling and/or mixing. If the Customer acquires the sole ownership of the new product, then it is considered agreed that the Customer transfers joint ownership to us of the corresponding gross value of the goods. If the Customer attains possession of the new product, he holds the sole or joint property for us in safe-keeping. Safe-keeping by the Customer is carried out free of charge. The same holds true for goods that are produced via processing, connecting, commingling and/or mixing as for goods delivered under retention of title.

6.4 If our reserved goods or products manufactured from them are installed in the property of a third party in such a way that our reserved goods become an integral part of the property, then the Customer assigns us now the claims of the Customer occurring from the reserved goods against the buyer in place of our rights to ownership in the ratio of the gross value of the installed reserved goods as security for our claims. The assignment is herewith accepted.

6.5 The Customer is entitled to sell the reserved goods in a proper course of business as long as he complies with his obligations to us. There is a claim for payment from further sale at least for the amount of the purchase costs. In the event of the resale of our reserved goods by the Customer, the latter has on his part to deliver the reserved goods until the complete payment only under an effectively agreed retention of title to his buyer (forwarded retention of title), whereby the current account reservation agreed in number 6.1 does not apply for the forwarded retention of title.

The Customer assigns to us in advance all claims against his buyer or third parties from the resale of our reserved goods, even any claims to which he is entitled in the future corresponding to the gross value of our reserved goods. The assignment is herewith accepted. In the event of the processing, connecting, commingling and/or mixing of our reserved goods with objects that do not belong to us, the assignment of the claims apply only in the ratio of the gross value of our reserved goods to the value of the third party objects which are also sold. The Customer remains authorized to collect the claim even after the assignment. Our authorization to collect the claim remains unaffected by this. However, we are obliged not to collect the claim if the Customer has not properly complied with his payment and other obligations toward us.

The authorizations concerning resale of reserved goods and collection of the claims of the Customer expire automatically in the event of delay in payment, discontinuation of payment and an application for insolvency on the assets of the Customer. The Customer is obliged to inform us on request about the assigned claims and their debtors as well as to communicate all details necessary for collection and to hand over the pertinent documentation, in particular the account books.

6.6 If the Customer behaves contrary to the contract, in particular in delay of payment, we are entitled to take back the goods that have not yet been paid. We are entitled to utilize the goods after taking them back. The proceeds from the utilization are to be offset with the liabilities of the Customer minus the utilization costs. The Customer is free to provide evidence that the utilization caused unreasonably high costs. Any corresponding difference need not be borne by the Customer.

6.7 The Customer is not permitted to take a lien or chattel mortgage on our reserved goods. The reserved goods delivered by us are expressly excluded from a transfer by way of security of total stock merchandise.

6.8 In the event of foreclosures, liens or other interventions of third parties in our reserved goods, the Customer has to draw attention to our retention of title and to inform us in writing immediately, so that we can undertake the necessary countermeasures. The Customer is liable for any judicial or extra-judicial costs arising from this unless compensation can be received.

6.9 We are obliged to release the securities to which we are entitled on the request of the Customer unless the realizable value of the securities exceed the claims to be secured by more than 10%; we are responsible for the selection of securities to be released.

6.10 Numbers 6.1 to 6.9 are of primary importance if the reserved goods are delivered to a place outside the Federal Republic of Germany or taken by the Customer to such a place. The Customer will ensure that our retention of title is effectively protected in the country in which the reserved goods are located or to which it is taken. As far as defined actions (e.g., special marking or a local register entry) are necessary, the Customer will undertake this in our favour at his expense. The Customer should inform us immediately if our cooperation is necessary. In addition, the Customer shall keep us informed on all essential circumstances, which are significant for the most extensive protection of our property possible. He shall in particular provide us with all documents and information, which are necessary for the enforcement of our rights from the property. The clauses of number 6.10 apply correspondingly if retention of title cannot be effectively agreed on to procure a legal position for us, which protects our interests and claims in the same effective way or other suitable manner as far as this is legally possible according to the legal system in the place, in which the reserved goods are located.

7. Statute of limitations

7.1 In deviation from Section 438 Paragraph 1 no. 3 BGB, the statute of limitations for claims from material defects/defects in title are valid for one year from delivery. The statute of limitations begins with the acceptance if acceptance is agreed.

7.2 The present statute of limitations of the law on sales also applies for contractual law and extra-contractual claims for damages of the Customer, which is based on a defect in the goods unless the application of the regular statutory statute of limitations (Subsection 195, 199 BGB) would result in an individual case in a shorter statute of limitations. The statutes of limitations of the product liability law remain in this case unaffected. Otherwise the statutory statutes of limitation in accordance with number 8 apply exclusively for claims for damages of the Customer.

8. Compensation

8.1. We are liable for compensation—regardless of the legal reason—in the case of intention and gross negligence. In the event of simple negligence we are liable only:

a) For damages from injury to life, body or health

b) For damages arising from an essential breach of contract (obligation, the performance of which enables the proper implementation of the contract at all and the compliance with which the Customer trusts and can trust regularly); in this case, however, liability is restricted to the replacement of foreseeable, typically occurring damage

8.2. Liability is restricted in every case to the replacement of the foreseeable damage typical to the contract. Claims for damages by the Customer, which are based on contractual penalties of the contractual partners of the Customer, are not foreseeable or typical of the contract for the Customer in the above-mentioned sense.

8.3 Insofar as damage is covered by an insurance policy concluded by the Customer for the relevant facts of the damage, we are only liable for any related disadvantages of Customers, e.g., higher insurance premiums or interest disadvantages, until the damage is regulated by the insurance company.

8.4 Any claims for damages of the Customer, regardless of the legal reason, which arise directly or indirectly in connection with the purchase object and its delivery, are moreover ruled out unless regulated otherwise. We are not liable in particular for the consequences of improper modification, use or handling of the purchase object, especially if the defectiveness of the purchase object is a result of defective maintenance by a third party or the use of consumables (e.g., additives), which have not been approved by ExOne.

8.5 The restrictions on liabilities arising from the above-mentioned paragraphs do not apply if a defect has been concealed fraudulently or a quality guarantee has been given for the goods. The same applies for claims of the Customer under the product liability law.

9. Obligation to examine, notification of defects

9.1 The claims for defects by the Customer presupposes that he has complied with his statutory obligations for examination and notification (in particular, Subsection 377 HGB).

9.2 We are entitled to make the owed subsequent performance dependent on whether the buyer has paid the due purchase price.

9.3 Claims for damages by the Customer and/or replacement of useless expenditures exist only in accordance with number 8 and are otherwise excluded.

10. Retention of copyright, confidentiality

10.1 The Customer is always obligated to handle all our (not made public) technical, economic and personal files and relationships, which become known to him in connection with the contractual relationship with us or our offers, ancillary services, consultations and information—even in cases of doubt—as business and operation secrets, to maintain secrecy about them and to ensure that third persons (even family members and employees not dealing with the matter) do not receive unauthorized information about them. The obligation to secrecy exists even after termination of the contractual relationship.

10.2 We reserve the right to all documentation (e.g., written documents, plans, drawings, calculations, illustrations, samples, specimens, models and designs) as well confidential concepts and ideas, which were made available to the Customer or had been paid for by us, as our property and all usage and utilization rights under copyright. The documents, concepts and ideas mentioned in Sentence 1 may not be given to third parties nor otherwise made accessible to them without our prior consent. The reproduction of such documents is allowed only within the context of the requirements of the contractual relationship as well as under observance of copyright regulations. In addition, the documents are to be returned to us in full at any time on request if the Customer does not need the documents for the performance of the contract or the use of our deliveries/goods. The Customer has to return the complete documents without being asked if he does not need the documents [text missing in German] at the latest in the event of non-award of the order or after termination of the contractual relationship.

10.3 If the Customer acts culpably in violation of the obligation for secrecy explained in number 10.2, then he undertakes to pay a penalty of 5% of the agreed net consideration for each individual case of violation as a flat rate compensation unless the Customer proves that no or only slight damage has been caused. In any case, we are always entitled to claim compensation for the actual damage.

11 Language, place of performance, court of jurisdiction, applicable law

11.1 The place of performance for all obligations arising from and in connection with the contractual relationship is 86368 Gersthofen, Germany.

11.2 The exclusive court of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is 86368 Gersthofen, Germany, insofar as the Customer is a businessman in terms of HGB (German Commercial Code). This is also to apply irrespective of the qualification of a businessman if the Customer relocates his domicile or if the usual place of residence at the time of the filing of the action is not known. We are also entitled to file a suit at the general court of jurisdiction of the Customer in any case.

11.3 The business relationship between the Customer and us from and in connection with this contract is subject to the law of the Federal Republic of Germany and excludes the standard United Nations Conventions on Contracts for the International Sale of Goods (CISG).

12 General clauses, supplementary agreements, final clauses

12.1 Reference to the statutory regulations have only clarifying significance. Even without such a clarification, the statutory provisions apply unless they are exclusively ruled out in these general terms and conditions of business.

12.2 If one or more clauses of these terms and conditions are ineffective, this does not affect the validity of the remaining clauses. The parties agree that in place of the invalid clause, a clause will be considered agreed on that corresponds to the greatest possible extent to the significance and purpose of the invalid clause.

As of: April 2015