

General Terms and Conditions Purchasing ExOne GmbH

1. Applicability

- 1.1. The General Purchasing Terms and Conditions ("**Purchasing Terms and Conditions**") shall apply to all agreements between Supplier and ExOne GmbH ("**ExOne**"), which the ExOne GmbH enter into as buyer, customer or contractor regarding the purchase of materials, items, products, software and all related services ("**Delivery Items**") as well as contracts for the provision of work services by Supplier.
- 1.2. The Purchasing Terms and Conditions shall apply only vis-à-vis an entrepreneur (§ 14 of the Bürgerliches Gesetzbuch (the Civil Code, the "BGB")), legal persons under public law or a special fund (Sondervermögen) under public law within the meaning of § 310 para. 1 sent. 1 BGB.
- 1.3. With the confirmation of the order of the Supplier, these Purchasing Terms and Conditions shall be deemed as simultaneously acknowledged and as a constituent of the agreement.
- 1.4. The Purchasing Terms and Conditions shall apply exclusively. Any divergent, opposing, or supplemental general terms and conditions of business of the Supplier shall have no applicability, even if ExOne does not separately object to their applicability in the individual case. ExOne acceptance without reservation of order confirmations or deliveries shall not signify any acknowledgement of such terms and conditions.
- 1.5. With the first-time delivery at the present Purchasing Terms and Conditions, the Supplier acknowledges their exclusive applicability as a master agreement even for additional orders and contracts.
- 1.6. Legal declarations and notices to be rendered by the Supplier to ExOne following conclusion of the agreement (e.g. setting of deadlines, notice of defects, rescission notice, reduction notice) shall be valid only if in text form (e-mail, fax).

2. Orders

- 2.1. Orders and call-offs (Lieferabrufe) as well any amendments of and restatements of the same shall be effective only if they are effected in writing.
- 2.2. ExOne shall be bound to orders for fourteen (14) days if nothing else has been stipulated. Late acceptance shall be deemed a new offer and shall require acceptance by ExOne.
- 2.3. Call-offs shall be binding by no later than the point in time when the Supplier has not objected thereto in writing within fourteen (14) days of receipt.

3. Delivery and Delay in Delivery

- 3.1. The delivery deadlines set forth in the orders shall be fixed and binding. If the delivery deadline is not specified in the order and has not been agreed otherwise, it is 2 weeks from the conclusion of the contract. .
- 3.2. For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms ® 2010 designated by ExOne, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance by ExOne. The respective destination shall also be the place for any subsequent performance (Bringschuld).
- 3.3. The Supplier shall come into default without warning (Mahnung), if it does not comply with binding delivery deadlines. Irrespective of this, the Supplier shall immediately inform ExOne in writing of any expected delay in delivery – for whatever reasons. However, this has no effect on the responsibility of the Supplier to comply with the agreed delivery deadlines.

- 3.4. In the event of any delivery delay on the part of the contractor, ExOne shall have the right vis-à-vis the Supplier to demand liquidated damages (Vertragsstrafe) in the amount of 0.5% of the respective net value of the order for each completed week of the delivery delay, totaling, however, no more than 5% of the net order value of the tardily delivered goods. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery or rectification, this penalty may be claimed up until the date of final payment.

- 3.5. This agreement pertaining to the contractual penalty or enforcement thereof shall not affect any justified legal claims of ExOne for a delay in delivery. . The liquidated damages are to be set off against default damages to be rendered by the Supplier.

4. Transfer of Risk, Dispatch, Transfer of Title

- 4.1. For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by ExOne at the named place of destination/delivery according to Incoterms ® 2010. Unless agreed otherwise, DDU seat of ExOne shall apply.
- 4.2. Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.
- 4.3. Transfer of title shall be upon delivery or acceptance by ExOne, as the case may be.

5. Rights of Use

- 5.1. The Supplier hereby grants ExOne the following non-exclusive, transferable, worldwide and perpetual rights:
 - 5.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;
 - 5.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
 - 5.1.3 to sublicense the right of use under section 5.1.2 above to affiliates (as defined by § 15 of the German Companies Act, "AktG"), to contracted third parties, to distributors and to end customers;
 - 5.1.4 to license to affiliates (as defined by § 15 AktG) and other distributors the right to sublicense the right of use under section 5.1.2 above to end customers;
 - 5.1.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates (as defined by § 15 AktG), contracted third parties or distributors to use and copy the Software;
 - 5.1.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
 - 5.1.7 to sublicense the right of use under section 5.1.6 above to affiliates (as defined by § 15 AktG), contracted third parties and distributors.
- 5.2. In addition to the rights granted in section 5.1 above, ExOne, affiliates (as defined by § 15 AktG) and distributors are authorized to allow end customers to transfer the respective licenses.
- 5.3. All sublicenses granted by ExOne must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by ExOne to protect its own intellectual property rights.

6. Prices, invoicing, and payments

- 6.1. The price specified in the order shall be binding. All prices shall be understood as inclusive of statutory value-added tax, whenever such is not separately identified. To the extent nothing divergent is stipulated, the price shall include all ancillary expenses of transportation, including proper packaging, insurance policies, and other ancillary expenses as well as costs for assembly and import and export duties.
 - 6.2. Invoices are to be issued specifying the order number without undue delay after shipment of the goods.
 - 6.3. ExOne shall not owe any maturity interest. Statutory regulations shall apply to any payment default.
 - 6.4. Payments effected do not imply acknowledgment of the deliveries or services as being in accordance with the contract.
 - 6.5. The Supplier shall be allowed to offset any receivables of ExOne only with receivables which are (i) undisputed or (ii) judicially established. The Supplier shall also be allowed to offset if he asserts counterclaims from the same contractual relationship.
- 7. Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods**
- 7.1. Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by ExOne to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to ExOne upon request.
 - 7.2. In particular, the Supplier warrants that he complies with the requirements of the EU regulation for chemicals REACH (Regulation (EC) No 1907/2006 of 30 December 2006) in its currently valid version ("REACH-Regulation).
 - 7.3. Furthermore, the Supplier guarantees that it will not supply any delivery items containing substances according to:
 - Annex XIV of the Reach Regulation in the currently valid version;
 - Annex A of the Stockholm Convention on Persistent Organic Substances in the currently valid version;
 - Annex I of the EG Regulation 1005/2009 on substances that deplete the ozone layer in the currently valid version;
 - 7.4. Furthermore the Supplier is obligated to observe other standards, such as VDE, DIN, ISO and CE-Standards, as far as their scope is opened.
 - 7.5. If the delivered goods contain substances listed in the Candidate List of Substances of Very High Concern (SVHC list) in line with REACH, the Supplier must promptly notify ExOne of this. The same applies in the case of pending deliveries if substances that were previously not on the list are then included on the list. The deliveries may moreover not contain asbestos, biocides or radioactive materials.
 - 7.6. If the delivery contains goods that must be classified as hazardous materials under international regulations, the Supplier shall inform ExOne accordingly upon confirmation of the order at the latest.
 - 7.7. The Supplier is obliged to identify the so called "Conflict Minerals" (tin, gold, tantalum, tungsten) used in his supply chain and take suitable measures to ensure that materials and components supplied to ExOne do not contain any conflict minerals pursuant to Section 1502 of the US American Dodd-Frank Act.
- 8. Copy Right, Confidentiality**
- 8.1. The Supplier shall be obligated (i) not to disclose any and all information, knowledge, and documents of which the contractor acquires knowledge from the Client, e.g., technical and other data, measurement values, technology, operational experience, trade secrets, know-how, compositions and other documentation ("Information"), (ii) not to make such accessible to third parties without ExOne's consent and (iii) to use such only for the purpose of executing the respective contract. The non-disclosure obligation shall also be effective for a time period of four (4) years after execution of the respective contract.
- 8.2. The Client shall reserve ownership and copyrights to all documentation (e.g., written documents, plans, drawings, calculations, illustrations, samples, specimens, models and designs and similar objects) and their electronic storage media as well confidential concepts and ideas, which were made available to Supplier or had been paid for by ExOne ("Documents"). It shall not be permitted to leave such documents with or to otherwise make them accessible to unauthorized third parties, and after the contract has been performed, such are to be returned to ExOne or at the request of ExOne to destroy or delete. In this case, ExOne must be given a corresponding confirmation of destruction or deletion. Insofar as such deletion is only possible with unreasonable technical effort (in particular the deletion of backups), the Supplier shall secure this Documents in such a manner that misuse and unauthorized knowledge are excluded. The reproduction of such objects shall be permissible only within the scope of operational requirements and the provisions of copyright law.
 - 8.3. Staff, employees, and subcontractors are to be so obligated in accordance with § 8.1. The obligation is to be documented in writing.
- 9. Warranty and product liability**
- 9.1. Unless otherwise stipulated below, the provisions of law shall apply to the warranty.
 - 9.2. According to the statutory provisions, the Supplier shall be liable, in particular, for the goods having the agreed quality upon passing of risk. In any event, those product specifications that – in particular, by virtue of reference or specification in ExOne's order – form part of the subject matter of the respective agreement or are incorporated into the agreement in the same manner as these Purchasing Terms and Conditions shall be deemed an agreement as to quality. In this respect, it shall not matter whether the product specification derives from ExOne, the Supplier or the manufacturer.
 - 9.3. In derogation of § 442 para. 1 sent. 2 BGB, ExOne shall be entitled to unlimited claims for defects even if, as a result of gross negligence, the defect remained unknown to ExOne when the contract was entered into.
 - 9.4. The commercial duty to examine and to notify defects shall be governed by the statutory provisions (sections 377 and 381 German Commercial Code), save that the duty to examine is limited to defects that are obvious upon visual inspection of the incoming goods, including the delivery documents, or upon spot checks during quality control procedures (e.g. transport damage, wrong deliveries and short deliveries). If an acceptance inspection is agreed, there is no need to examine the goods. Apart from that, it depends on the extent to which examination is expedient according to proper business procedures, taking into account the circumstances of the particular case. This is without prejudice to our duty to notify subsequently discovered defects. In all cases our objection (notification of defects) shall be deemed timely and without delay if it is delivered to ExOne within 7 days of discovery of the defect.
 - 9.5. If product liability claims are raised against ExOne, the Supplier must indemnify ExOne from that upon first request, as far as and to the extent to which the damage was caused by a defect of the goods delivered by the Supplier. In cases of liability for negligence, however, this only applies if the Supplier is to blame. As far as the

cause of the damage is the responsibility of the Supplier, the burden of proof insofar rests with Supplier.

9.6. The Supplier shall be obligated to maintain appropriate insurance for any claims based on product liability.

10. Replacement parts

10.1. The Supplier shall keep replacement parts for the products delivered to ExOne for a minimum period of 10 years following delivery.

10.2. Should the Supplier intend to cease production of replacement parts for the products delivered to ExOne, it shall notify ExOne of the decision to cease production without undue delay following the decision. Subject to the foregoing paragraph, such decision must be made no less than six months prior to cessation of production.

11. Export Control and Foreign Trade Data Regulations

The Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). The Supplier shall advise ExOne in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by ExOne to comply with all Foreign Trade Regulations in case of export and import as well as reexport, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN) respectively the United States Munitions List Number (USML-No.); and
- the number of the Export Control List (AL-No.) and the EU Dual Use Regulation; and
- the statistical commodity code according to the current HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and - upon request of the Customer- the Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

12. Compliance

12.1. The contracting parties are committed to a business environment free of corruption. They shall be obligated to refrain from corrupt conduct and other criminal acts and to take all requisite measures to avoid such. In particular, the contracting parties shall be obligated to take preventative measures against the following enumerated list of cases of severe misconduct:

- a) Criminal acts in business transactions, including, but not limited to, money laundering, fraud, breach of fiduciary duty, document forgery, forgery of technical records, forgery of probative data, constructive false certification (*mittelbare Falschbeurkundung*), suppression of documents, and anti-competitive arrangements with respect to tender offers.
- b) Offering, promising, or bestowing advantages upon foreign or domestic officials, office-holders, or those parties especially obligated to public service who assist with the issuance or execution of job orders.
- c) Offering, promising, or bestowing and/or demanding, being promised and acceptance of advantages vis-à-vis business partners as consideration for an unfair preference in national or international business activity.
- d) Betrayal of, or obtaining for one's private purposes, business and trade secrets as well as the unauthorized exploitation of templates.
- e) Violations of national and European competition and antitrust laws.

12.2. As a Supplier of ExOne, the Supplier will not enter into insider trading by not buying or selling ExOne's or affiliate's (as defined by § 15 AktG) securities when in possession of insider information about ExOne that is not available to the investing public, and that could influence an investor's decision to buy or sell the security.

12.3. In execution of the contract the Supplier shall comply with regulations of AEntG, MiLoG as well as AÜG, as amended. In particular he grants his employees at least the working conditions and wage floor as he is adhere to the AEntG, the MiLoG and AÜG. Upon request of ExOne the supplier will verify this on the basis of suitable documents.

12.4. In the event of a breach of the obligation arising from § 12.1 - § 12.3, ExOne shall be able to extraordinarily terminate the contract and/or to exclude the Supplier from from the award of future contracts.

13. Choice of law, place of jurisdiction, miscellaneous

13.1. Exclusively the law of the Federal Republic of Germany shall apply, to the exclusion of (i) any conflict-of-laws provisions of international private law and (ii) the United Nations Convention on Contracts for the International Sale of Goods.

13.2. The place of performance and the place of jurisdiction shall be the seat of ExOne.

13.3. Should any clause of these Purchasing Terms and Conditions be ineffective, such shall not have a deleterious impact on the effectiveness of the contract and of the remaining clauses. To replace the ineffective or void provision, a new provision is to be found that satisfies its economic intention. The same applies to loopholes.

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