

**3D LifePrints USA Inc (3DLP)**  
**Terms and Conditions of sale**

**1 General**

1.1 These terms and conditions shall apply to every offer, sale and delivery of Products and Services by 3DLP to any Customer. Modification to these term and conditions must be in writing and signed by both parties.

**2 Offer and acceptance**

2.1 Unless otherwise stated, Quotations are valid for a period of thirty (30) days and do not constitute a formal offer.  
2.2 A contract is brought into existence only after an acceptance of a Quotation by a Customer has been confirmed in writing by 3DLP or by the acceptance of payment by 3DLP.  
2.3 The Contract consists of the Quotation and these terms and conditions and constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of 3DLP which is not set out in the Contract

**3 Execution of the Contract**

3.1 The Product and the Services will be those set out in the Quotation  
3.2 3DLP will supply the Product and carry out the Services to the best of its knowledge and ability and in accordance with applicable laws.  
3.3 The Customer shall ensure that 3DLP shall be provided in due time with all data and materials which are necessary or desirable for the Contract.

**4 Delivery**

4.1 The risk in the Product or Services shall pass to the Customer on delivery  
4.2 Times or dates for delivery by 3DLP are estimates and shall not be of the essence. 3DLP will use reasonable endeavours to meet the estimated delivery date, late delivery does not justify termination of the Contract  
4.3 If a delay occurs due to any action or omission by the Customer, the delivery date will be moved back by a reasonable period and the Customer shall pay any costs incurred as a result.

**5 Price**

5.1 3DLP and the Customer can agree upon a fixed price in the Quotation.  
5.2 If no fixed price has been agreed upon, the price for the Product or Services shall be determined on the basis of the number of hours actually spent on the work, calculated in accordance with 3DLP's usual hourly rates.  
5.4 The price and all other costs and expenses shall be exclusive of VAT and other taxes or charges.

**6 Payment**

6.1 Unless otherwise stated in the Quotation, payment must be made within fourteen (14) days from the date of Invoice by transfer to a bank account designated on the Invoice without set off or deductions.  
6.2 If full payment has not been received by the due date then the Customer shall be in default and shall pay interest at 8% above the base rate of Barclays Bank calculated from the due date to the date of actual payment.  
6.3 All costs and expenses incurred by 3DLP in seeking recovery of any debt from the Customer shall be borne by the Customer.  
6.4 Any disputes with respect to an Invoice shall be submitted within ten (10) days after the date of the Invoice. Thereafter the Customer shall be deemed to have approved the Invoice.

**7 Retention of title**

The Product and any materials provided as part of the Services (including designs, sketches, drawings, films, software, electronic files, etc.) shall remain 3DLP's property until the

Customer has fulfilled all of his obligations under the Contract.

**8. Confidentiality**

Save as provided in clause 12.3, 3DLP and the Customer shall be bound to keep confidential all information they have received from the other party save where compelled by law.

**9 Intellectual property and copyrights**

Unless expressly stated otherwise, all intellectual property rights arising out of the Products or Services (including but not limited to copyrights, trademarks, patents and trade secrets and manufacturing processes shall be and shall remain the sole and exclusive property of 3DLP.

**10 Complaints**

The Customer must notify 3DLP in writing of complaints about the Product or Services within ten (10) days following delivery and a failure to raise a written complaint within that period waives the Customer's rights to replacement, damages or other remedy.

**11 Liability and Limitation of Claim**

11.1 Save for direct losses caused by 3DLP's negligence, 3DLP are not liable to the Customer whether in contract, tort, breach of statutory duty, or otherwise, for any loss of business, contracts, profit, or any indirect or consequential loss arising under or in connection with the Contract.  
11.2 If 3DLP is liable for direct damage, then the liability shall be limited to a maximum of the invoiced amount under the Contract.

11.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are to the fullest extent permitted by law, excluded from the Contract.

11.4 No action by the Customer shall be brought unless The Customer first provides written notice to 3DLP of any claim within ten (10) days after the event complained of first becomes known to the Customer

11.5 No action may be commenced by the Customer more than twelve (12) months after the date of the Contract.

**12 Indemnification, warranty and guarantee by the Customer**

12.1 The Customer shall indemnify and hold 3DLP harmless against claims of third parties with respect to the use of the Products or the Services and against claims filed by third parties concerning intellectual property rights on any material or data provided by the Customer.

12.2 If the Customer provides 3DLP with information carriers, electronic files or software etc., the Customer shall guarantee that said information carriers, electronic files or software are free of viruses and defects and shall indemnify 3DLP against any damage caused.

12.3 Subject to Clause 18, the Customer confirms that 3DLP are hereby granted the non-exclusive right to use any data provided for the purposes of the Contract. The Customer agrees that the data can be used by 3DLP for marketing and training, scientific purposes, research & development and commercial purposes.

12.4 The Customer warrants that it is entitled to grant the rights referred to in paragraph 12.3 and that the exercise of such rights will not (a) infringe any personal data or any other law or (b) entitle any person to claim any payment.

12.5 The Customer agrees to indemnify 3DLP against all and any costs, claims, expenses and liabilities resulting from breach by the Customer of any of the agreements and/or warranties contained in this agreement.

**13 Force Majeure**

13.1 3DLP and the Customer shall not be held to fulfil any of their obligations if they are hindered to do so by force majeure.  
13.2 Force majeure shall in these terms and conditions be understood to be any external circumstance, be it envisaged or

not, on which 3DLP cannot have any influence but which prevents 3DLP from fulfilling his obligations.

#### **14 Cancellation**

14.1 3DLP and the Customer shall both be entitled to cancel the Contract at any time.

14.2 If the Contract is terminated before its conclusion by the Customer, 3DLP shall be entitled to payment for the work done to date, compensation and repayment of any costs incurred unless the termination is caused by 3DLP's breach of contract.

14.3 If the contract is terminated before its conclusion by 3DLP then 3DLP shall return any funds paid in advance that have not been utilized or allocated under the Contract unless the termination is caused by the Customer's breach of contract, in which case the Customer shall be liable for the full Contract sum and any additional costs which flow from the breach.

#### **15 Termination**

15.1 3DLP shall be authorized to terminate the Contract, in the event that:

15.1.1 The Customer does not fulfil or does not fully fulfil his obligations under the Contract;

15.1.2 the Customer is the subject of an insolvency, bankruptcy, winding-up, credit arrangement or similar event

15.1.3 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

15.2 If the Contract is terminated under this clause, the full sum of the Invoice shall be forthwith due and payable to 3DLP and 3DLP shall retain the right to claim damages.

#### **16 Assignment and subcontracting:**

16.1 3DLP may at any time assign, transfer, charge, subcontractor deal in any other manner with all or any of its rights under the Contract and (without affecting its liabilities to the Customer) may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

16.2 The Customer may not assign, transfer its rights under the Contract

#### **17 Applicable law and jurisdiction**

17.1 The laws of the State of New York apply to this contract. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17.2 The courts in the State of New York shall have exclusive jurisdiction to hear actions. Nevertheless, 3DLP shall be entitled to submit the dispute to an alternative court deemed competent by the law.

17.3 The parties hereby agree that this Contract is based on a business to business relationship and neither party shall benefit from the protection of any legislation or law that protects the rights of an individual or consumer.

#### **18 Applicable if the Products or Services are of Medical Devices (as determined under the Medical Device Regulations)**

18.1 Products that are Medical Devices are provided in accordance with the Instructions for Use. Use of the Products outside of the Instructions for Use invalidates any warranty given by 3DLP

18.2 Unless otherwise stated in the Quotation, the Products are not suitable for sterilisation. If the Quotation states that the Products are sterilisable, then the Customer is required to follow 3DLP's Instructions for Use.

18.3 In addition to the general limitation in clause 11, 3DLP does not accept any liability for the results of medical

treatments undertaken using the Products or associated with the Services and the Customer acknowledges that 3DLP is not in a position to act as a medical professional

18.4 Customer agrees that 3DLP is not a business associate of the Customer or a healthcare provider. The Customer agrees to indemnify and hold 3DLP harmless for any breach of this provision

18.5 The Customer warrants that all data has been anonymized and that the disclosure of any information is done in accordance with applicable privacy regulations and legislation and if deemed necessary acceptance of the patient for sending data to a third party.

18.6 Further to clause 12.3, the ownership of any patient scan data (DICOM file or similar) that is transferred to 3DLP shall not vest in 3DLP but if that data is segmented or modified by 3DLP and a resultant file (STL or similar) created then that resultant file shall be the property of 3DLP. The Customer acknowledges that 3DLP may hold onto any patient data as required under law including the Medical Device Regulations.

18.7 If the Product is a Custom Made Medical Device (as defined in the Medical Device Regulations) then the Customer warrants that he/she a registered medical practitioner, and that he/she has provided 3DLP with a prescription for the Product which is intended for the sole use of a particular patient and which gives under their responsibility, specific characteristics as to its design.