

## SALES ORDER TERMS AND CONDITIONS

The following Sales Order Terms and Conditions (hereinafter "Agreement") between 3DP Unlimited LLC d/b/a 3D Platform (hereinafter "3DP") and you (hereinafter "Customer") are incorporated into the Sale Order ("Sale Order") between 3DP and Customer. The Sale Order is expressly conditioned on Customer's assent to the terms of this Agreement including any additional or different terms. Customer's acceptance of goods pursuant to the Sale Order shall operate as assent and an agreement by Customer to all terms and conditions contained in this Agreement.

### 1. SALES PRICES

Prices on the goods specified in the Sale Order do not include any city, state, or federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes, fees, or other charges imposed by governmental entities. When applicable, taxes will be added to the invoice as a separate charge to be paid by Customer. If an exemption from a tax is claimed, supporting documents must be furnished by Customer prior to delivery. All sales quotations provided by 3DP to Customer shall automatically expire thirty (30) calendar days from the date issued, and are subject to termination by 3DP by notice to Customer at any time.

### 2. SHIPPING AND HANDLING

All freight, expedited fees, or any other shipping charges shall be paid by Customer and are in addition to the price of goods within the Sale Order including Customer's minimum order charge.

### 3. TERMS OF PAYMENT

All payments through 3DP's website shall be paid in full at the time the order is placed. If Customer places an order and receives an invoice, the payment shall be due thirty (30) days after the date of 3DP's invoice. All payments made after thirty (30) days from the date of the invoice shall be subject to a service charge of one and one-half percent (1.5%) per month based on the outstanding balance. In addition, Customer's failure to make any payment when due shall justify suspension of performance by 3DP of any other sale orders. For any special order requiring 3DP to produce a custom-made product, Customer shall pay one-third of the total Sale Order price upon delivery of its Purchase Order, one-third of the total Sale Order price not less than three (3) days before 3DP must ship the goods pursuant to the Sale Order, and the remaining one-third of the total Sale Order price within thirty (30) days of shipment, subject to approved credit.

### 4. CANCELLATIONS

Customer may not cancel or change a Sale Order without the written consent of 3DP. If Customer desires to cancel or change a Sale Order, Customer must deliver a written request for cancellation of the Sale Order delivered to 3DP addressed as follows: 3DP, Attn: Sales, 6402 Rockton Road, Roscoe, Illinois 61073. 3DP will not accept cancellations via fax or email. If 3DP consents to Customer's written request for cancellation of the Sale Order, Customer shall pay to 3DP the percentage of the total Sale Order price, which equals the percentage of the Sale Order completed by 3DP at the time of cancellation.

5. SECURITY INTEREST

To secure the payment of 3DP's invoice, Customer grants to 3DP a security interest in all goods sold to Customer under the Sale Order, including all proceeds therefrom. Customer authorizes 3DP to perfect its security interest through a filing of a financing statement pursuant to the Uniform Commercial Code and shall reimburse 3DP for any fees incurred in filing the financing statement, which may be added by 3DP to the amount of 3DP's invoice to Customer.

6. DELIVERY AND RISK OF LOSS

All shipments under the Sale Order are F.O.B. 3DP's warehouse, Roscoe, Illinois and all risk of loss shall pass to Customer at that time regardless of the method of shipment that may be elected by Customer.

7. DELAYS

3DP will not be liable for any delay in the performance of its obligations under the Sale Order, or for any damages suffered by Customer due to such delay, if the delay is, directly or indirectly, caused by a fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of materials, or any other cause beyond 3DP's control.

8. MATERIALS

The Sale Order is conditional upon 3DP's ability to obtain the necessary raw materials at a reasonable price, and all shipments under the Sale Order are subject to 3DP's supply schedules and any government regulations, orders, directives, and restrictions that may be in effect.

9. NONCONFORMING GOODS

Customer shall inspect all goods upon tender and delivery by 3DP, and should any of the goods be nonconforming goods, Customer must notify 3DP, in writing, within ten (10) days of 3DP's tender and delivery of the goods describing the nature of any nonconformity. 3DP shall have the right and option to repair or replace any nonconforming goods. The failure of Customer to notify 3DP in writing that the goods are nonconforming within ten (10) days of 3DP's tender and delivery of the goods, shall constitute acceptance of the goods and Customer shall be liable to 3DP for the total Sale Order price.

10. LIMITATIONS ON DAMAGES

3DP shall not be liable to Customer for any lost profits or other economic loss of Customer, or any direct, indirect, special, consequential, incidental or other similar damages arising out of any breach of this Agreement by 3DP, any obligations of 3DP pursuant to this Agreement or the failure of the goods to perform in any particular manner.

11. LIMITED WARRANTY

3DP warrants that goods supplied pursuant to the Sale Order shall conform to the description therein stated and shall be free from defects in material or workmanship. This limited warranty shall be effective for a period of ninety (90) days. Customer may purchase an extended warranty for 3DP printers, which will extend the warranty to one (1) year from the date of delivery of the 3D printer to

Customer. 3DP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

12. SPECIAL ORDERS

If any goods are manufactured by 3DP to meet Customer's particular specifications or requirements, Customer shall indemnify and hold 3DP harmless from any and all claims arising from the purchase, use, or sale of the special goods, and from any related costs, attorneys' fees, expenses, or liabilities incurred by 3DP therefrom.

13. LAW AND PROCEDURE

The Sale Order, this Agreement, and the transaction described therein shall be subject to, construed under, and enforced according to the laws of the State of Illinois. Any action in regard hereto or arising out of the terms and conditions hereof shall be instituted and litigated in the courts of the State of Illinois and no other. In accordance herewith, the undersigned hereby submits to the jurisdiction and venue of the courts within the County of Winnebago, State of Illinois. Customer and 3DP hereby waive the right to a jury trial in any action, proceeding, or counterclaim arising out of the Sale Order, this Agreement, or the transaction described therein.

14. REMEDIES

In the event that Customer is in default or otherwise breaches the Sale Order or this Agreement, 3DP shall be entitled to pursue any and all remedies, legal or equitable, including an action to recover the total Sale Order price, as well as its costs of enforcing the Sale Order, including, without limitation, its attorneys' fees. In the event that 3DP is in default or otherwise breaches the Sale Order, the liability of 3DP to Customer for such breach or default shall be limited to the purchase price of the goods under the Sale Order, which is the sole and exclusive remedy of Customer for any such breach or default.

15. RETURNED GOODS

A Return Merchandize Authorization ("RMA") number must be obtained from 3DP before Customer can return any product for warranty service or any other reason. For returns during warranty, you must follow the requirements in 3DP's Limited Warranty. To obtain an RMA number, please contact 3DP by email at Support@3DPlatform.com. The RMA number must be included on the outside packaging of the returned part of the 3D Printer.

Customer is responsible for all shipping charges for returning product to 3DP. Customer shall ensure the safe shipment of all products returned to 3DP. Customer shall be liable for any damage caused during return shipping to 3DP. It is recommended for Customer to purchase insurance on the return shipment.

16. ENTIRE AGREEMENT

This Agreement is intended by the parties as a final expression of the terms and conditions of the Sale Order. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be

modified in a writing signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of this agreement.

#### 17. WAIVER

3DP shall not be deemed to have waived any rights under this Agreement or the Sale Order unless such waiver is given in writing and signed by 3DP. No delay or omission on the part of 3DP in exercising any right shall operate as a waiver of such right or any other right. A waiver by 3DP of a provision of this Agreement or the Sale Order shall not prejudice or constitute a waiver of 3DP's right otherwise to demand strict compliance with that provision or any other provision of this Agreement or the Sale Order. Neither prior waiver by 3DP nor any course of dealing between Customer and 3DP shall constitute a waiver of any of 3DP's rights or of any of Customer's obligations as to any future transactions. Whenever the consent of 3DP is required under this Agreement or the Sale Order, the granting of such consent by 3DP in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Customer.

#### 18. NOTICES

All notices required to be given under this Agreement shall be given in writing and shall be effective when a record has been actually delivered, deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown upon the Sale Order, received by telecopy or received through the Internet. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.

#### 19. INTEREST AND FEES

In the event of any dispute arising out of the Sale Order, this Agreement or the transaction described therein, in addition to an award of damages, the 3DP shall be entitled to recover: (1) pre-judgment interest on any amount awarded at a rate of one and one-half percent (1.5% per month); (2) all expenses of litigation, including without limitation all filing fees and court costs; and (3) all attorneys' fees incurred regardless of whether such fees or expenses are incurred before or after the initiation of litigation.