



## Standard Terms and Conditions of Sale of Additively Manufactured Parts and Related Services

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These Standard Terms and Conditions of Sale of Additively Manufactured Parts and Related Services, together with the terms of sale set forth in our proposal ("Proposal") submitted to you, will be the only terms of sale applicable to our provision of additively manufactured parts and related services ("Products") described in the Proposal and will comprise the entire agreement ("Agreement") for these Products. In this Agreement, "you" and "your" refer to the customer identified in the Proposal and "we", "us" and "our" refer to Sintavia.

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### **1. Delivery.**

A. Subject to the terms and conditions herein: (i) for Products shipped to a domestic U.S. destination, delivery of such Product shall be at our facility near the Ft. Lauderdale International Airport, or other facility at our option; or (ii) for Products shipped to a destination outside of the United States, delivery of such Product shall be the frontier of the destination country; or (iii) in the event shipment cannot be made for reasons set forth in paragraph 5 hereof, delivery shall be to storage (see paragraph 1.E. below).

B. Title to and risk of loss or damage shall pass to you upon delivery. Unless otherwise agreed, you shall be responsible for the export of the Product from the U.S. and the import of the Product into the foreign destination. Regardless of the time and place of delivery, you shall pay the cost of the transportation of the Product from the point of shipment until delivery.

C. We shall deliver the Product in accordance with a mutually agreed upon schedule as set forth in the Proposal. Partial and advance deliveries shall be permitted.

D. Delivery dates are based upon (i) receipt by us of all information necessary to permit us to proceed with the work immediately and without interruption; and (ii) your compliance with the applicable payment terms.

E. In the event we deliver Products to storage, (i) we shall invoice you for the delivery price of such Products and payments shall be made by you in accordance with the payment terms set forth in this Agreement; (ii) we shall invoice you for all expenses incurred by us for activities such as, but not limited to, preparation for and placement into storage and handling, storage, inspection, preservation and insurance, and payments shall be made by you within 30 days after submission of our invoices; and (iii) we shall assist and cooperate with

you in any reasonable manner with respect to the removal of any such Product from storage.

**2. Governmental Authorization.** You will be the importer/exporter of record of the Product. You shall be responsible for obtaining all necessary licenses, permits or any other required authorizations and shall be responsible for complying with all U.S. and foreign government licensing and reporting requirements, including, without limitation, the requirement to file export records with the U.S. Automated Export System ("AES Records") prior to export from the United States of America. Consistent with your obligation to file AES Records, you understand, and hereby agree, that you will issue a power of attorney to a U.S. freight forwarder authorized to file such records, requiring that freight forwarder to make such AES filings. You shall restrict disclosure of all information and data furnished in connection with such authorization and shall ship the subject matter of the authorization to only those destinations that are authorized by the United States government. You shall assist us, and we shall assist you, in every manner reasonably possible in securing and complying with such authorizations as may be required.

### **3. Taxes.**

A. You shall be responsible for the payment of any taxes (including, without limitation, sales, use, ad valorem, excise, turnover or value added taxes), duties, fees, charges, imposts, tariffs or assessments of any nature (but excluding income taxes imposed by the United States government) ("Taxes"), legally assessed or levied by any governmental authority against us or any of our employees as a result of any sale delivery, transfer, use, export, import or possession of Products, or otherwise in connection with this Agreement.

B. All payments by you to us under this Agreement shall be free of all withholdings of any nature whatsoever except to the extent otherwise



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required by law, and if any such withholding is so required, you shall pay an additional amount such that after the deduction of all amounts required to be withheld, the net amount received by us shall equal the amount that we would have received if such withholding had not been required.

**4. Prices/Payment.** Our prices for Products are stated in the Proposal. Any Product provided that is not priced in the Proposal shall be charged at our current rates. Any changes made by you subsequent to the date of this Proposal that result in additional costs (including but not limited to additional qualification requirements and/or additional post-processing) shall be paid by you at our current rates. All invoices are due upon receipt and shall be paid by wire transfer to our bank account, immediately available for use and without set-off. If your account becomes delinquent, you will grant us commercially acceptable assurances of payment. You will pay us one and one-half percentage (1.5%) points interest per month for all payments past due. We shall have a general lien on any Product in our possession for all amounts due under this Agreement or any agreement between us and not paid when due.

**5. Excusable Delay.** You will excuse us from, and we will not be liable for, any delay in our performance due to causes beyond our reasonable control, including, without limitation, delays in delivery or failure to perform due to: (1) causes beyond our reasonable control; (2) acts of God, your acts, acts of civil or military authority, fires, strikes, floods, epidemics, war, civil disorder, riot or delays in transportation; (3) inability due to causes beyond our reasonable control to obtain necessary labor, material or components. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay and/or we may invoice you for all completed Products. This provision shall not, however, relieve us from using reasonable efforts to continue performance whenever such causes are removed.

We shall promptly notify you when such delays occur or impending delays are likely to occur and shall continue to advise you of new shipping schedules and/or changes thereto. You are required to respond to all requests for workscope approvals and/or technical assistance from Sintavia within forty-eight (48) hours. Should such response be delayed, TAT will be delayed commensurately, and the Product may be removed from the production line. Under such a scenario, additional manpower and storage cost may apply. After thirty (30) days without a response, Sintavia reserves the right to place the Products in long-term storage, or ship the partially completed Product back to you, both of which are at your expense.

**6. Warranty.** We warrant that the work performed on Products under this Agreement will be free from defects in workmanship for a period of one year from the date of delivery or six months from installation or 1,000 hours of operation, whichever first occurs. You will send us written notice of a defect within 15 days of discovering it. If we reasonably determine that the work performed does not meet this warranty, then we will promptly, at our option, (a) repair the defective work, (b) replace the defective item or (c) refund the repair price allocable to the defective work. The warranty period on any such repaired or replaced item will be the unexpired portion of the warranty on the initially repaired item. You will send the defective item, freight prepaid, to the location we specify. We will reimburse reasonable freight charges you incur for transportation for repairs covered by this warranty. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, STATUTORY, ORAL OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE). We are not



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responsible for incidental, resultant, or consequential damages. This warranty is not assignable without our written consent and is applicable only if, following delivery, the Product (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with due care, (b) has not been altered, modified or repaired by anyone other than us; and (c) has not been subjected to accident, misuse, abuse or neglect.

### **7. Limitation of Liability.**

A. Our liability to you arising out of, connected with, or resulting from any and all claims, of any nature, whether in design, contract, tort (including, without limitation, negligence), warranty, strict liability or otherwise, in respect of the Product pursuant to the terms of this Agreement shall not in any event exceed the invoice amount for the Product giving rise to your claim. All such liability shall terminate upon expiration of the warranty period specified in paragraph 6 above. The foregoing shall constitute your sole remedy and our sole liability. In no event shall we be liable for loss of use, loss of revenue, downtime, lost profits or for any other special, incidental, exemplary or consequential damages. You shall indemnify and hold us harmless for and from all claims and loss of third parties due to or arising out of your negligence or willful misconduct in connection with your possession, use or handling of any Product.

B. If you furnish or transfer any Product to any third party ("Transferee"), you shall obtain from Transferee a written and enforceable provision affording us the protection of this paragraph 7. If you fail to obtain such agreement from Transferee, you shall indemnify and hold us harmless for all claims by Transferee.

C. For the purpose of this paragraph 8, the terms "we", "our", or "us" are deemed to include

Sintavia, LLC and its affiliated companies, the subcontractors and suppliers of the Products furnished hereunder, and the managers, directors, officers, employees, servants and representatives of each.

**8. Information, Trademarks.** Unless agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others. This does not apply to information which is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation or which was known prior to receipt from the non-disclosing party.

**9. Termination.** We may terminate this Agreement without advance notice if you (a) fail to make any of the required payments when due, (b) make any agreement with your creditors due to your inability to make timely payment of your debts, (c) enter into compulsory or voluntary liquidation, (d) become insolvent or (e) become subject to the appointment of a receiver of all or a material part of your assets. Upon any such termination, all of your rights and obligations and our rights and obligations hereunder shall terminate forthwith, except (i) your obligation to make full payment of any amount due under the terms of this Agreement and (ii) the provisions of this paragraph 9 and paragraphs 2, 6, 7, 10, 13, 14.D., 14.G., 14.H. and 14.I. hereof. Any termination by you for any reason shall not relieve you of payment for work performed prior to termination.

**10. Insurance.** You are obligated to maintain proper and sufficient insurance coverage for your assets while in our possession. We will not be held liable for any uncontrollable damage, including but not limited to force majeure, to your assets while in our possession and any claims required to remediate



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damage or loss will be processed through your insurance coverage.

**11. Third Party Shipping.** We will not be held liable for loss or damage to your assets while in possession of any third-party shipping agent. This includes, but is not limited to, shipping assets to and from our facility to third party vendors in conjunction with completing the previously described workscope.

**12. Dispute Resolution and Governing Law.** This Agreement shall be governed by the law of the State of Florida. We will try to amicably resolve any dispute relating to this Agreement within 60 days. In the event we do not, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Fort Lauderdale, Florida, USA, by one or more arbitrators appointed in accordance with such rules. Either of us may take appropriate legal action as may be required for the enforcement of such arbitration award.

**13. Indemnification.**

A. Nature of Indemnity. You will indemnify, defend and hold us and our affiliates and subsidiaries and their respective managers, officers, directors, employees, members, shareholders, representatives, customers, vendors, licensees, successors, and assigns (the "Sintavia Parties") harmless from and against all liabilities, losses, damages, costs, fines, penalties, interest, and expenses (including, without limitation, attorneys' and other professionals' reasonable fees and expenses) on account of any claim, suit, action, demand, or proceeding made or brought against any Sintavia Party, or on account of the investigation, defense, or settlement thereof, directly or indirectly arising out of or in connection with the Products or

any of your activities which are on behalf of any third parties (the "Claims and Losses"), including without limitation any breach of your representations, warranties or agreements made pursuant to this Agreement.

B. Indemnity Procedure. You will respond to requests for indemnity or defense within 10 days of your receipt of the request. If you either (i) refuse to indemnify or defend the Sintavia Parties as required in this Agreement, or fail to respond to the request within the required time period, or (ii) indemnify or defend the Sintavia Parties for the matters set forth in this Agreement under a reservation of rights, then we may, in our sole discretion, select counsel of our choice and control the defense and settlement of the related Claims and Losses and you will pay all defense costs incurred by us in connection therewith. You may only use counsel of your own choosing in connection with any such indemnity if you indemnify the Sintavia Parties without any reservation of rights. However, we may participate, at our expense, in the defense of any Claims and Losses. You may not settle any Claims and Losses without obtaining our written approval.

**14. General Provisions.**

A. Right to Subcontract. We have the right to subcontract any Product to any subcontractor properly certified and accredited.

B. Assignment. This Agreement may not be assigned by (a) you, in whole or in part, without our prior written consent and (b) by us, in whole or in part, without your prior written consent, except that your consent will not be required for an assignment by us to one of our subsidiaries or affiliates or as otherwise provided herein with respect to subcontracting.

C. No Third Party Beneficiaries. The rights herein granted and this Agreement are for the



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benefit of the executing parties hereto and are not for the benefit of any third person, firm or corporation, and nothing herein contained shall be construed to create any rights in any third parties under, as a result of, or in connection with this Agreement.

D. Waiver of Immunity. If you are incorporated or based outside the United States, to the extent that you or any of your property becomes entitled to sovereign or other immunity from any legal action, you waive your immunity in connection with this Agreement.

E. Language, Notices. All correspondence and documentation connected with this Agreement will be in English. All notices will be in writing, effective upon receipt and will be provided to the addresses set forth on the Proposal, which may be changed by written notice.

F. Non-Waiver of Rights and Remedies. Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.

G. Severability; Entire Agreement; Counterparts; Modifications, etc. If any portion of this Agreement is determined to be contrary to any controlling law, rule or regulation, then such portion will be revised or deleted from this Agreement, but the balance of this Agreement will remain in full force and effect. This Agreement contains the entire and only agreement between you and us, and it supersedes all pre-existing agreements between you and us, respecting the subject matter hereof; and any representation, promise or condition in connection therewith not incorporated herein shall not be binding upon either you or us. This Agreement may be executed in one or more counterparts, each treated as the same binding agreement, which shall be effective upon execution. No modification, renewal, extension, waiver or termination of this Agreement or any of the

provisions herein contained shall be binding upon the party against whom enforcement is sought, unless it is made in writing and signed on your behalf and our behalf by our Chief Executive Officer or his designate.

H. Publicity. You shall not use directly or indirectly, in whole or in part, our name, trademarks or logos or any other trademark or name that is now or may hereafter be owned by us in any way in connection with your business, including, but not limited to, any advertisement or public statements, except in the manner and to the extent that we may specifically consent to in writing.

I. Confidentiality. This Agreement contains information specifically for you and us and nothing herein contained shall be divulged by you or us to any third person, firm or corporation, without the prior written consent of the other