

## GENERAL TERMS HAGE3D GMBH (Valid: Mai 2015)

### 1. Scope and validity

- 1.1 HAGE3D GmbH (hereinafter referred to as "HAGE3D") provides its work contracts and works or goods deliveries and (service) services exclusively on the basis of the following General Terms and Conditions (hereinafter referred to as "GTC") in each case for the conclusion of the contract valid version.
- 1.2 Any changes, deviations or additions must be made in writing. However, only by a deviating from the written content of the terms and conditions neither rights and obligations are amended, repealed or justified.
- 1.3 The terms and conditions in principle for all legal relationships between HAGE3D and its contractual partners in the field of FDM 3D printing (buyer or client, distribution partner, works orderer oä (hereinafter "customer")), as far as it is not consumers in terms of KSchG or not expressly something otherwise agreed in writing. Deviating or supplementing these General Terms and Conditions, which are contained in the order confirmation from HAGE3D or in separately negotiated contracts, are subject to the GTC.
- 1.4 Any terms and conditions of the customer are not accepted, even if they are known, unless their validity is explicitly recognized in writing in individual cases. Purchasing conditions of the customer are only binding if they are recognized separately by HAGE3D in writing.
- 1.5 Changes or updates of the GTC shall be notified in writing to the customer and shall be deemed agreed if the latter does not object in writing to the amended GTC within 14 days; The importance of silence is expressly indicated in the understanding.

### 2. Contract

- 2.1 An order shall generally be deemed to have been accepted with the delivery of the written order confirmation from HAGE3D.
- 2.2 If the order confirmation deviates from the order, the deviations must be clearly identified and the contract is concluded in this case by the return of the countersigned order confirmation or the provision of written approval by the customer.

### 3. Transfer of risk, place of performance

- 3.1 The risk of loss or damage to the delivery item is transferred to the customer in accordance with the agreed commercial clauses, which must be interpreted in accordance with the INCOTERMS valid in the contract.
- 3.2 In the absence of a separately agreed delivery clause, delivery will be "ex works" (EXW).
- 3.3 Any kind of risk of loss or damage to the work or delivery item that does not fall under 3.1 or 3.2 shall be transferred to the customer at the latest upon acceptance of the work or production-ready commissioning.
- 3.4 Place of performance for all services, payments and deliveries is the registered office of HAGE3D GmbH, Hauptstrasse 52, 8742 Obdach.

### 4. Offers, prices and terms of payment

- 4.1 Offers and cost estimates are without obligation deviating in writing in principle subject to change and non-binding.
- 4.2 Offers including the accompanying inserts, drawings and samples are the property of HAGE3D. Third parties may not be informed of the content of the offer without the prior written consent of HAGE3D, nor may improper use of an offer including any supplements, drawings or samples occur.
- 4.3 All prices are – unless otherwise agreed – net plus the applicable statutory sales tax.

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- 4.4 Unless otherwise agreed in writing, the fee invoiced by HAGE3D shall be due for payment within 30 days from the date of invoice. The deduction of discount requires a separate written agreement.
- 4.5 If it is not a consumer business, a set-off of the claims of HAGE3D with counterclaims of customers, of whatever kind, is excluded, as long as the claim to be offset is not an undisputed or legally established claim from the same contractual relationship, or HAGE3D Set-off previously expressly agreed in writing.
- 4.6 Regardless of the means of payment used, any payment will not be deemed effected until the full amount has been irrevocably credited to HAGE3D's account.
- 4.7 In the event of default of payment, HAGE3D is, of course, entitled to assert the statutory interest from the due date. The customer is further obligated to compensate HAGE3D for the costs of dunning and collection charges as well as collectively agreed attorney's fees for proper legal action. The assertion of exceeding claims remains unaffected.
- 4.8 In the event of late payment, HAGE3D shall also be entitled to cease to fulfill its own contractual obligations until receipt of the payments after written notification to the customer. Until the payment arrears have been settled, any delivery and completion deadlines are in any case inhibited.
- 4.9 If the customer is in arrears with his payments more than 30 days, HAGE3D can withdraw from the contract by written notification and demand compensation from the customer for the damage incurred, including loss of profit.

## 5. Delivery time and service time

- 5.1 Binding (delivery) dates and deadlines require a written agreement.
- 5.2 As far as a delay is mainly attributed on
  - a) force majeure iSd under the following point,
  - b) changes according to point 8. or
  - c) the legitimate interruption of performance or omitted intermediate consumption in accordance with point 6.
  - d) or any other action or omission of the customer
  - e) the justified interruption of performance / performance by HAGE3D due to a qualified late payment by the customer

HAGE3D is – in any case – entitled to a reasonable extension of the completion deadline. This provision applies regardless of whether the reason for the delay occurs before or after the agreed completion date.

- 5.3 If the production or delivery of the work is delayed for reasons for which the customer or one of its contractual partners, but not HAGE3D, is responsible, the customer shall pay HAGE3D for
  - a) all waiting times and additional travel times, including additional triggers and travel expenses of the installation personnel;
  - b) additional costs and additional expenditure (eg dismantling, securing and assembly of the assembly equipment, longer binding of the equipment at the assembly site)
  - c) additional financing and insurance and / or storage costs
  - d) other causal costs

for compensation.

## 6. Force majeure

- 6.1 Each party shall be entitled to suspend performance of its contractual obligations to the extent that such fulfillment is rendered impossible or unreasonably difficult by the following circumstances: labor disputes and all party-independent circumstances such as fire, war, general mobilization, insurrection, requisition, seizure, embargo, Limitations on energy consumption and faulty or delayed delivery by subcontractors due to such circumstances.

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- 6.2 If a circumstance mentioned above occurs before or after the conclusion of the contract, it shall only be entitled to terminate the fulfillment of the contractual obligations insofar as its effects on the fulfillment of the contract were not foreseeable at the time the contract was concluded.
- 6.3 The party claiming force majeure must notify the other party immediately and in writing of the occurrence and the end of such circumstance.
- 6.4 If force majeure prevents the customer from fulfilling its contractual obligations, it shall reimburse HAGE3D for the costs incurred for securing and protecting the work / delivery item.
- 6.5 Notwithstanding any implied effect of these Terms and Conditions, either Party shall have the right to rescind the Agreement by written notice to the other party in the event of force majeure interrupting performance for more than six months.

## **7. Statutory regulations, standards and regulatory approvals**

- 7.1 HAGE3D provides its services in accordance with the relevant technical standards applicable in Austria, unless otherwise agreed in writing.

## **8. Changes**

- 8.1 If one of the contracting parties considers changes to agreed services to be necessary, it must notify the other as soon as possible in writing and in detail.
- 8.2 The customer will be notified in writing whether and, if so, how a desired change can be made.
- 8.3 If the intended change increases the agreed price or additional services / material or delivery time become necessary, HAGE3D will ask the customer for written approval of the changed conditions, otherwise there will be no change of execution.

## **9. Check before shipment**

- 9.1 In the absence of a deviating agreement, HAGE3D is in principle not obliged to check before shipment. Insofar as HAGE3D should undertake such an obligation, such inspections shall be deemed to have been agreed at the place of manufacture and during normal working hours prior to shipment.

## **10. Retention of title**

- 10.1 Each delivery item / good / work remains the property of HAGE3D until full fulfillment of all financial obligations and may therefore not be pledged by the customer, transferred as security or otherwise to a third party or resold.
- 10.2 HAGE3D is entitled at any time to externally identify its property. The customer must comply with the necessary formal requirements for the retention of title.
- 10.3 In the event of seizure or other claims, the customer is obliged to assert the ownership rights of HAGE3D and to inform them immediately.
- 10.4 The retention of title does not affect the provisions on transfer of risk according to point 3.

## **11. Warranty and damages**

- 11.1 Obligation of the sales partner: If the customer is a sales partner, he has the obligation to describe the fault and cause analysis according to HAGE3D specifications. Therefore, the distributor is obliged to analyze and correct all user errors, optimization of the software settings, design errors of the printed material or errors due to materials (filaments, ..), external factors (eg voltage fluctuations, ...) as well as improper use. Furthermore, the distributor has the obligation to carry out the mechanical and electrical troubleshooting of trivial, light as well as the replacement of wearing parts and spare parts in accordance with HAGE3D instructions. All related expenses are covered by the sales commission.

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- 11.2 HAGE3D warrants for deliveries with a defect which is demonstrably present at the time of delivery and is based on an error attributable to HAGE3D in the design, control or execution of the goods, trades or work deliveries it delivers.
- 11.3 Legal assumptions about the defectiveness at the time of handing over are expressly excluded unless the defect is alleged before the deadline according to point 11.6 has expired.
- 11.4 The warranty of HAGE3D is limited to defects which occur within six months after acceptance of the work or delivery. If the daily operating time of the work / delivery item exceeds the agreed or industry-standard scope, the deadline is shortened appropriately.
- 11.5 If the acceptance / delivery is delayed for reasons for which the customer is responsible, the warranty ends at the latest after 12 months, calculated from the date of notification of readiness for performance or readiness for acceptance by HAGE3D.
- 11.6 If a defect in a part of the work / delivery item is remedied, HAGE3D shall be liable for defects in the replaced or repaired parts 6 months after the defect was remedied under the same conditions as for the original work. For all other parts of the work, the aforementioned period is only extended by the duration of any interruption of business caused by the defect.
- 11.7 Obligation to give notice of defects: The customer must inspect the work or the delivery item immediately and notify HAGE3D of any defect occurring immediately and in writing within a maximum of 14 days, otherwise the work / delivery / goods shall be deemed approved. A complaint has to describe the defect concrete and detailed and documented.
- 11.8 If the customer does not complain about the defect to HAGE3D in due time and form, he can not assert any claims arising from the warranty, from the damages due to the defect, or from a mistake about the defect-free nature of the goods. If changes or modifications are made to the delivery item / work by the customer or third party without the written consent of HAGE3D, any warranty obligation expires.
- 11.9 If the defect could cause damage, the customer must notify HAGE3D immediately in writing, otherwise the customer alone bears the risk for all damages resulting from failure to do so.
- 11.10 After receipt of the complaint, HAGE3D will carry out a defect survey as soon as possible. In principle, the warranty is subject to the selection of HAGE3D, whereby in the case of defects which can be remedied with commercially reasonable means, remedial action is taken as far as possible, unless it is a minor defect, for which a price reduction is instead appropriate.
- 11.11 The correction of defects is preferably carried out within a reasonable period of time in shelter (A); however, it is HAGE3D's discretion to repair the faulty part or the delivery item on site for the purpose of fault-finding. If the work is carried out to remedy a defect at the place of installation, the customer is under an obligation to facilitate the timely and safe implementation of the remedy, including the provision of all necessary tools, lifting equipment, machinery and equipment including operating materials.
- 11.12 HAGE3D is obliged to remove and install the delivery item as far as this is necessary and requires special knowledge. If such special knowledge is not required, the liability of HAGE3D for the defect ends with the delivery of the properly repaired or replaced part to the customer.
- 11.13 The customer must, at his own expense, arrange for the removal and installation of equipment which is not part of the work / delivery item, as far as this is necessary to remedy the defect.
- 11.14 If the work is not located at the place of installation, the customer shall bear all additional costs incurred by HAGE3D in rectifying any defects.
- 11.15 Replaced defective parts are to be provided to HAGE3D and become their property.
- 11.16 If HAGE3D does not fulfill its obligations to remedy the defect within a reasonable period of time, the customer may set a final grace period in writing within which HAGE3D shall fulfill its obligations.
- 11.17 If HAGE3D does not fulfill its obligations within this period, the Customer may make the necessary repairs in accordance with HAGE3D himself or have them performed by HAGE3D at the expense and risk of a third party. If the repair has been carried out successfully by the customer or a third party, all claims of the

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customer with respect to this defect against HAGE3D shall be settled with reimbursement of reasonable costs incurred for the rectification.

- 11.18 If a self-improvement of the repair finally fails,
- a) the customer may demand a price reduction corresponding to the reduced value of the work / delivery item, which in any case shall not exceed 15%. may exceed; or
  - b) if the defect is so fundamental that the customer loses his interest in the contract, he may withdraw from the contract after written notification to HAGE3D. In this case, the latter can compensate for the damage caused to him by a maximum of 15%. of the contract price.
- 11.19 HAGE3D is not liable for defects that are based on materials provided by the customer or on a construction specified or specified by him. For those parts of the delivery item / plant that HAGE3D has purchased from the subcontractor prescribed by the customer, HAGE3D shall only be liable within the scope of the warranty claims it has against the subcontractor.
- 11.20 HAGE3D shall only be liable for defects that occur under the operating conditions stipulated in the contract and the proper use of the work / delivery item and, accordingly, for defects caused by poor maintenance or faulty repair by the customer / customer or changes made by the latter without written notice Approval of HAGE3D.
- 11.21 Finally, HAGE3D's liability by its nature does not extend to normal wear and tear or normal wear or tear, or damage due to the actions of third parties, atmospheric discharges, surges, chemical influences or the like.
- 11.22 In the case of the assumption of repair orders or in the event of changes or conversions of old and third-party goods as well as the delivery of used goods, HAGE3D assumes no liability.
- 11.23 If the customer has complained about the defect and no defect is found for which HAGE3D is liable, the customer must reimburse the manufacturer for the costs incurred by the manufacturer due to the unjustified complaint.
- 11.24 Disclaimers
- HAGE3D is liable only for damages that are proven to be based on intent or gross negligence on the part of the executive bodies or executives. This does not affect the cases of violation of essential contractual obligations (obligations whose breach jeopardizes the purpose of the contract and on which the customer regularly trusts), injury to life, limb or health as well as compulsory liability under the Product Liability Act.
- 11.25 Limitation of Liability
- The liability of HAGE3D is always limited to 25 percentage points of the order amount, however, a maximum of € 150,000, -, as far as this exceeds the contractually foreseeable damage. Otherwise, the liability of HAGE3D is capped with this contract-typical foreseeable damage. This limitation of liability does not apply in the case of intent, gross negligence or personal injury.
- 11.26 In the event of non-compliance with any conditions for assembly, commissioning and use or the conditions of official approval, all liability of HAGE3D is excluded from the outset.
- 11.27 HAGE3D is in no way liable for material damage caused by the work / delivery item after completion, if it is in the possession of the customer. Furthermore, HAGE3D assumes no liability for damage to the products manufactured by the customer or to goods containing a product manufactured by the customer. Insofar as HAGE3D is held liable by a third party for such damage to property, the customer shall indemnify, defend, and indemnify and hold HAGE3D harmless. If a third party asserts a claim for damages against one of the parties described in this clause, that party shall inform the other party without delay and in writing.
- 11.28 In any case, HAGE3D shall not be liable for slight negligence, consequential damage, loss of profit, missed savings, loss of contract, damage from breakdowns / loss of production, damage from claims of third parties, financing costs / interest losses, costs for replacement energy, loss of energy / data or information, pure financial loss or other indirect damage.
- 11.29 If contractual penalties have been agreed, further claims arising from the same title are excluded in principle.

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11.30 HAGE3D is not liable for third parties acting on behalf of the customer, even if they have been selected or proposed by the client.

## **12. Disputes and applicable law**

- 12.1 For all disputes resulting from contracts with HAGE, the exclusive jurisdiction of the relevant court in Leoben is agreed.
- 12.2. The parties may also agree on the jurisdiction of an arbitral tribunal.
- 12.3 The parties expressly submit to Austrian law to the exclusion of the UN Sales Convention and the conflict of law rules.

## **13. Severability clause**

- 13.1 Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the ineffective provision shall be replaced by one as close as possible to the economic result.
- 13.2 The headings of the provisions contained in these terms and conditions serve only for clarity and structure; they must not be used for their interpretation.