

3D Printing Systems Terms and Conditions of Sale

1.) GENERAL

These Terms and Conditions of Sale and any attachments govern the sale of products purchased hereunder prevail over any conflicting or inconsistent terms and conditions appearing on any purchase order submitted by the buyer. No change or modification of these Terms and Conditions shall be valid or binding on either party unless in writing and signed by an authorized representative of each party, as part of or modification to the quotation.

2.) DELIVERY

3D PRINTING SYSTEMS will see to it that reasonable means will be exhausted to meet the shipment dates quoted, although we will not be liable for any special, incidental, or consequential damages resulting from delivery delays or inability to deliver. Deliveries are F.O.B. 3D PRINTING SYSTEMS shipping dock and the prices quoted include customs duties and delivery insurance. If buyer chooses to contract their own freight carrier, title and risk of loss shall pass to buyer upon pick-up of the freight carrier. In the absence of specific written instruction from the buyer, 3D PRINTING SYSTEMS will select the common carrier. Buyer shall be responsible for any freight charge and any insurance charge. Buyer is responsible for lowering machine off the truck or indicating proper delivery instructions with 3D PRINTING SYSTEMS, misinformation given to 3D PRINTING SYSTEMS regarding proper delivery instructions, and as a result extra shipping fees are incurred, these fees will pass on to the Buyer. If the products are shipped freight prepaid, the buyer shall pay 3D PRINTING SYSTEMS the appropriate freight and insurance charges, which will be shown as separate items on the invoice. Allow 2-3 weeks from purchase date and/or check clearance to ship out product. Delivery of product date will depend on the reasonable means of the carrier and the distance of the drop-off location. In certain cases additional time may be needed for holidays and weekends. 3D PRINTING SYSTEMS will make every attempt to keep the buyer informed prior to making a purchase if additional time is needed. 3D PRINTING SYSTEMS WILL ONLY REFUND THE BUYER FOR LIFT-GATE AND/OR RESIDENTIAL DELIVERY IN THE EVENT THE CARRIER HAS FAILED TO PROVIDE THESE ADDITIONAL SERVICES THAT WERE PRE-PURCHASED FROM THE BUYER. IN THE EVENT THE BUYER CHOOSES TO PICK UP PRODUCTS OR MACHINE AT CARRIER'S DROP OFF LOCATION "AFTER" PURCHASING LIFT-GATE AND/OR RESIDENTIAL SERVICE-BE AWARE THAT A REFUND WILL NOT BE GIVEN BY THE CARRIER OR 3D PRINTING SYSTEMS AS THE ORDER FOR THESE SERVICES HAS BEEN PRE-PAID AND ARE INCLUDED IN THE CARRIER'S ITINERARY FOR DELIVERY. IF THE BUYER CHOOSES TO PICK UP AFTER PURCHASING SAID ADDITIONAL TRANSPORTATION SERVICES, THE BUYER WILL RELEASE 3D PRINTING SYSTEMS AND CARRIER FROM ANY LIABILITY ONCE THE BUYER OBTAINS THE MACHINE.

3.) DAMAGE AND SHORT SHIPMENT

In the event products are received damaged, keep all packaging material and contact both the carrier and 3D PRINTING SYSTEMS in writing within THREE working days. In the event 3D PRINTING SYSTEMS 3d printers, and other machinery is noticeably damaged, this may include broken crating or torn wrap, the buyer MUST indicate in writing on the driver's release records: "SHIPMENT PACKAGING IS DAMAGED, AND TIME FOR FURTHER INSPECTION OF PRODUCT WILL BE NEEDED TO FILE A CLAIM IN THE EVENT THE PRODUCT IS ALSO DAMAGED." This will give the

buyer time to unwrap or unbox the machine for inspection. The buyer should also take additional precautions by taking pictures of the noticeable damage prior to examining the machine. Signing the driver's form without adding this statement will release the driver or the shipping company from taking responsibility for any damage caused to the machine. 3D PRINTING SYSTEMS in this case cannot help the buyer to file a claim to recover the loss of the machine. If the machine without doubt is visibly damaged, refuse to accept the machine on the grounds that it is damaged. Please call 3D PRINTING SYSTEMS immediately to file a claim.

4.) PRICES, TAXES, AND PAYMENT

All prices are per unit (except where indicated) are in AU or NZ dollars. All prices are subject to change without notice. Taxes, such as Federal, State, or local, which is the obligation of 3D PRINTING SYSTEMS to collect in connection with the sale or delivery of products described on any attachment shall be paid by buyer and will appear as separate items on the invoice unless your tax exemption certificate is on file with 3D PRINTING SYSTEMS (Please send certificate with first order.) All orders are pre-paid, 3D PRINTING SYSTEMS Auckland New Zealand. Management reserves the right to change or alter prices quoted due to currency fluctuations or human / printing error (as well as Typo's). Prices are subject to change without notice.

5.) RETURNS

A "Return Authorisation" number must be issued by 3D PRINTING SYSTEMS prior to the return of any goods. Goods returned are to be referenced by this number, or they will not be accepted. All returns are to be sent to 3D PRINTING SYSTEMS, freight prepaid. If payment of product was done by credit card, there is a 3% re-stocking fee. Returned items after 30 days are not allowed. Returned items must be clean, and remain in new condition. Proper packaging for shipping will be the responsibility of the customer for any goods returned within 30 days from the date the machine or products are received. A refund will be given after inspection has been made and goods remain in new condition and are not damaged. If there is any visible shipping damage to the machine, 3D PRINTING SYSTEMS will refuse to accept the machine or other accessories from the carrier. All claims for this matter shall pass on to the buyer to be dealt with the carrier he/she has hired. Any shipping costs (including discounted or free shipping in some cases) incurred by 3D PRINTING SYSTEMS additional shipping, and/or crating charges will be subtracted from the refund. If the buyer discovers that he/she has missing accessories that were purchased, the buyer must notify 3D PRINTING SYSTEMS within THREE business days.

6.) SOFTWARE LICENSE

All software furnished hereunder is licensed by 3D PRINTING SYSTEMS to the buyer on a non-exclusive basis for use by the buyer. The usage by the software is restricted to equipment for which or with which was acquired. Title to the software shall remain with 3D PRINTING SYSTEMS Acquisition of 3D PRINTING SYSTEMS software requires the execution of a separate license agreement.

7.) WARRANTY

7.1 Refer to 3D Printing Systems UP 3D Printer Warranty

7.2 Refer to 3D Printing Systems Warranty Terms

7.3 Refer to 3D Printing Systems UP Printer Extended Warranty Terms

8.) SAFETY PRECAUTIONS

Buyer shall require customers, employees to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by 3D PRINTING SYSTEMS. Buyer shall not remove or modify any such device, guard or sign. It is Buyer's responsibility to provide all the means that may be necessary to effectively protect him/herself, all people around the machine and employees from serious bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the equipment. If Buyer fails to comply with such provisions of this paragraph or the applicable standards or regulations aforementioned, Buyer shall indemnify and save 3D PRINTING SYSTEMS harmless from and against any and all claims, losses or damages arising there from. It is the responsibility of Buyer to comply with any and all local codes.

9.) DESCRIPTIONS OF EQUIPMENT

All weights given are estimates, stated as correctly as possible, and any minor deviations shall not invalidate this purchase order. Brochures, photographs and other illustration representing the equipment offered are not binding in detail, as improvements are constantly being made in design. Brochures and web site are subject to change without notice.

10.) ASSIGNMENT

This agreement may not be assigned without the express written consent of the parties hereto. Any attempted assignment of rights or delegation of duties shall be void.

11.) GOVERNING LAW

This agreement shall be construed in accordance with the laws of New Zealand and will govern any disputes regarding the interpretation and or validity of these Terms and Conditions hereof. Any dispute relating to the products sold from 3D PRINTING SYSTEMS hereunder shall be subjected to the jurisdiction of the courts within New Zealand. The provisions of this agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this agreement without the invalid or unenforceable provision or provisions.

12.) MERGER CLAUSES

The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past dealings that are not fully expressed herein. No oral or any other form of statement subsequent to the acceptance of the purchase order purporting to modify the said terms and conditions shall be binding unless consented to in writing by a duly authorised officer of 3D PRINTING SYSTEMS in a document making specific reference to this transaction or after a transaction has been made.