

# General Terms and Conditions of Purchase and Delivery

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## 1. SCOPE

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1.1 These general terms and conditions of purchasing (hereinafter: T&Cs) apply to all contracts, and also to ancillary services, consultancy services and advice, which we, voxeljet AG, sign in the role of purchaser/buyer.

1.2 These T&Cs, and these T&Cs alone, apply to all contracts signed by us in the role of purchaser/buyer, even for ancillary services, consultancy services and advice. The order confirmation of the contractor/seller (hereinafter: contractor) simultaneously implies that our T&Cs have been recognised and become a part of the contract. Conflicting or deviating conditions of the contractor are hereby rejected. They will only become a part of the contract if we agree to them in writing in individual cases. Our T&Cs apply even if we accept the deliverable from the contractor without reservation in full knowledge of contrary or deviating conditions of the contractor.

1.3 Our T&Cs apply only to corporates (Section 14 of the German Civil Code), legal persons under public law, or public special funds within the meaning of Section 310 paragraph 1 sentence 1 of the German Civil Code.

1.4 Our T&Cs also apply to all future contracts with the contractor that we sign as the purchaser/buyer.

1.5 All agreements between us and the contractor, as well as supplements and changes to these agreements, must be in written form. This also applies to a waiver of the written form requirement.

## 2. ORDER AND ORDER CONFIRMATION

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2.1 Our orders must be accepted/confirmed by the contractor promptly upon receipt. If we do not receive the order acceptance within one week of receipt of the order by the contractor, we reserve the right to withdraw the order. Verbal orders require our written confirmation to come into effect. Our order number must be specified in the order confirmation as well as in all correspondence.

2.2 We expressly reserve the right to demand changes to the deliverable in terms of design and execution from the contractor within reasonable bounds. If such a case occurs, the effects of these changes, especially additional or reduced costs as well as delivery dates, must be taken into account by mutual agreement and in a reasonable manner.

### 3. PRICES; PAYMENT TERMS; OFFSETS, RETENTION AND REFUSAL OF PERFORMANCE

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3.1 The prices agreed with the contractor are fixed prices and include dispatch, packing, transportation and insurance costs as well as import or export duties. We will accept additional claims only with an express written confirmation or an express written change in the purchase order.

3.2 Unless otherwise agreed in writing, we pay within 14 calendar days with a 3% discount or net within 30 calendar days. The payment due date will be calculated starting on the day on which the delivery or deliverable as well as the invoice have been received by us, or for a work contract, not earlier than on the day of acceptance. Our actions initiating payment will be definitive for our compliance with the payment due date. Receipt or acceptance of the deliverable has no connection with our payment in any way.

3.3 Payment will be made by bank transfer only.

3.4 If the deliverable is faulty, we are entitled to retain payment on a pro rata basis till proper fulfilment by the contractor.

3.5 If there is a delay in payment by us, the contractor can claim penal interest of maximum 5% p.a.

3.6 Assignment of receivables or debit mandates require our express consent.

3.7 The contractor is entitled to set-off rights, retention rights and the right to refuse performance only if his counterclaims are determined to be binding or are undisputed. In addition, the contractor is only entitled to exercise his right of retention to the extent to which his counterclaim is based on the same contract.

### 4. DELIVERY / PERFORMANCE; TIME LIMITS; DUE DATES; DELAY

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4.1 All the deadlines, including intermediate and individual deadlines, agreed for the services of the contractor are binding and must be met by the supplier.

Deadlines shall only be considered to have been met if the deliverable is available on the agreed date at the agreed location. If the supplier recognises or has to recognise that fulfilment of the deadline is in jeopardy, he must immediately notify us as such in writing, while also specifying the possible date of delivery of the deliverable. Even if we agree to the new delivery date, our claims for delayed performance remain unaffected. This point, no. 4.1, holds good correspondingly for due dates, including intermediate due dates and individual due dates, which have been agreed for the

performances of the contractor. 4.2 If there is a default by the contractor, then after a reasonable grace period that is granted has elapsed without any effect, we are entitled, at our discretion, to withdraw from the contract and/or to demand damage compensation instead of the performance.

4.3 The supplier shall ensure, if he has delivered production equipment to us that he is in a position to deliver the equipment or parts of the equipment as spare parts on reasonable terms for a period of 15 years following the termination of the supply relationship.

4.4 The contractor can only effectively invoke force majeure if its occurrence is proved to us not later than 24 hours before the agreed delivery date in specific and detailed format in writing or by fax. If the notification is not forwarded by the time specified in sentence 1, then the contractor can only invoke a case of force majeure if the force majeure can be proved to have occurred within the 24-hour period and was the cause of the delay in performance.

4.5 The contractor always has to carry out the delivery himself. Delivery of performance by a third party (supplier/subcontractor) needs our previous consent.

4.6 The contractor undertakes to deploy, in the framework of the contract, only employees and third parties entrusted in conformity with number 4.4 for whom all legal registration, disclosure and submission requirements have been correctly fulfilled in time.

## 5. DISPATCH, RISK ASSUMPTION, PACKING

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5.1 Unless otherwise agreed, delivery will be free at the risk of the contractor to the agreed receiving address. Number 7 remains unaffected.

5.2 The contractor will take back all the packaging material at his cost. The place of performance for the take-back obligation applicable as per Section 4 of the Packaging Ordinance is the place of fulfilment (number 12.2).

## 6. TRANSPORTATION SERVICES

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6.1 If voxeljet commissions transport services, the transport success is owed. Rights and obligations are governed by the statutory regulations of §§ 407 HGB (German Commercial Code) (Freight Contract).

6.2 The regulations as well as the application of the ADSp ("German Freight Forwarders' Standard Terms and Conditions") are hereby expressly contested to the extent that they deviate from the statutory regulations of the freight contract.

## 7. QUALITY; DOCUMENTATION; PRODUCTION DOCUMENTS; DATA

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7.1 The deliverables of the contractor must conform to the documents on which the contract is based, with regard to the agreed execution, quality, colouring, quantity and our technical specifications as well as (with lower priority) the contractor's own technical specifications.

7.2 We shall get all the documents that the contractor has to hand over or make available to us according to the contract (operating and maintenance manuals, documentation, calibration and test certificates, plans etc.) in German. The contractor will bear the cost of the agreed translations into other languages. The contractor shall be liable for correct translation.

## 8. WORK CONTRACTS ACCEPTANCE

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8.1 If installation, assembly or other work contracts are a part of the scope of the contract for the contractor, the following applies: A formal acceptance is always necessary. It can only be carried out after a test phase has ended successfully. A fictional or conclusive acceptance, especially from commencement of use, is prohibited. The transfer of risk takes place no earlier than at the time of acceptance. Our contractual penalty claims on the contractor remain unaffected even if we do not express reservations related to them at the time of acceptance.

## 9. WARRANTY CLAIMS; STATUTE OF LIMITATIONS

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9.1 The contractor will undertake the warranty for his performance in accordance with the legal regulations. Over and above the obligations according to number 6.1, the contractor shall guarantee that his deliverables will have all the quality characteristics agreed in the contract as well as full functional capability.

9.2 A confirmation of payment or goods having been received do not represent approval.

9.3 We may return defective deliverables at the cost of the contractor. Notwithstanding the legal warranty claims, in cases where there is particular urgency and/or the threat of substantial damage, we are entitled to implement remedial performance in a manner that appears most suitable to us by way of fulfilment at the cost of the contractor.

9.4 The statute of limitations for our warranty claims for all deliverables of the supplier is uniformly 5 years, unless the law prescribes a longer period for the statute of limitations. The start of the statute of limitations depends on the legal regulations.

## 10. LIABILITY AND INSURANCE

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10.1 The supplier shall guarantee that his products are free of defects within the meaning of the Product Liability Act. If a claim is filed against us owing to a defect or error in the deliverable of the contractor for liability regardless of fault/absolute liability, especially from product liability, the supplier will indemnify us to the fullest extent even without proof of culpability.

10.2 The contractor is liable for measures that we take for damage prevention and damage limitation (such as product recalls).

10.3 The supplier shall take out indemnity insurance covering at least the value of the deliverable and produce it upon demand.

## 11. INFORMATION REGARDING DATA PROTECTION LEGISLATION

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We hereby advise that the personal and business data shared by the customer in connection with the initiation and execution of a contractual relation as well as all amendments will be used and stored for the purpose of the execution of the business relation. The customer provides his express consent regarding the aforementioned. voxeljet processes the provided data according to the European General Data Protection Regulation (GDPR). For further information please consult our Data Protection Notice (Art. 13/14 GDPR) which can be found on and downloaded from the link <https://www.voxeljet.com/legal/>.

## 12. CONFIDENTIALITY

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12.1 The supplier has a responsibility to always - even in cases of doubt - treat all our technical, commercial and personal processes and relationships (which are not in the public domain), which become known to him from and in the context of the contractual relationship with us, as business and operational secrets, to keep them confidential and ensure that they are not disclosed to unauthorised third parties (including family members or co-workers not concerned with the matter). The obligation of secrecy continues even after the contract has ended.

12.2 If there is a culpable infraction of the obligation to secrecy, the contractor is obliged to pay a contractual penalty of 5% of the net order value for every single and individual infraction, unless he is able to prove that we will suffer very little or no damage as a result of the infraction. In any case, we shall always be entitled to demand restitution for the actual damage incurred.

## 13. COPYRIGHT OF THIRD PARTIES

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The contractor shall be liable for ensuring that his deliverable does not infringe any domestic or foreign industrial copyright. If there is an infringement of third party copyright through the use of the

contractor's deliverable, then at our discretion, either the contractor must procure, at his own cost, the right to use of the copyright object, or alter the deliverable in such a way that there is no infringement of copyright of the third party. Moreover, the contractor also undertakes to release us or our customers as the case may be from all damage compensation claims that result from an infraction of a domestic or foreign copyright from the use of his deliverable.

#### 14. TRANSFER OF OWNERSHIP

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The deliverable becomes our property upon delivery. A declaration of extended ownership retention requires our written consent for it to be valid. If we make any parts, assemblies etc. available for completion of the supplied object, they remain our property.

#### 15. FORCE MAJEURE

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15.1 Force majeure, operational disturbances over which we have no control, disorder, actions by government authorities and other circumstances beyond our control release us from the responsibility of timely acceptance for the duration of their existence. Notwithstanding our other rights, during such events as well as within two weeks after they have ended, we are entitled to withdraw partially or wholly from the contract, insofar as these events are not of an inconsiderable duration, and as a result, our requirement reduces substantially owing to the consequential procurement from other sources.

15.2 Sec. 15.1 also apply in case of industrial disputes.

#### 16. LANGUAGE; PLACE OF PERFORMANCE; PLACE OF JURISDICTION; APPLICABLE LAW

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16.1 German is the language for negotiation and the language of the contract. The language for execution of the contract is also German.

16.2 The place of performance for all performance responsibilities of the contractor is Augsburg.

16.3 If the contractor is a merchant, Augsburg is the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. This will apply regardless of the merchant attribute even if the contractor shifts his domicile or habitual residence to a foreign country or his domicile or habitual residence are not known at the time of filing a complaint. We are likewise also entitled to file the complaint at the general place of jurisdiction of the contractor.

16.4 All legal relations or legal actions resulting from and in the relationship between us and the contractor are subject solely to the law of the Federal Republic of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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