

# 3D SOLIDS ADDITIVE MANUFACTURING TECHNOLOGY CC

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

In this agreement, except in a context indicating that some other meaning is intended,

- 1.1 "Company" means 3D Solids Additive Manufacturing Technology Close Corporation (Registration Number: 2009/043733/23);
- 1.2 "Customer" means the other contracting party;
- 1.3 "day" means any day of the week, excluding Sundays and public holidays;
- 1.4 "goods" means 3D printers, Fortus systems and consumables
- 1.4 "month" means a calendar month, and more specifically
  - 1.4.1 in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and
  - 1.4.2 in any other context, a month of the calendar, that is, one of the 12 months of the calendar,

Expressions in the singular also denote the plural, and *vice versa*;  
Words and phrases denoting natural persons refer also to juristic persons, and *vice versa*; and  
Pronouns of any gender include the corresponding pronouns of the other gender.

### 2. SALE

Unless specifically amended or excluded in writing by the Company, these terms and conditions shall apply to all sales of goods by the Company.

### 3. OFFER AND ACCEPTANCE

#### 3.1 ORDERS PLACED ON THE COMPANY

Orders placed on the Company shall not be binding on it unless accepted by the Company in writing. Price lists and other Company publications are for information only and do not constitute offers.

#### 3.2 QUOTATIONS BY THE COMPANY

Quotations by the Company shall only be valid if made or confirmed in writing and all such quotations shall be subject to these terms and conditions, unless otherwise stated or unless withdrawn by the Company. All quotations are subject to the availability of the necessary materials. Unless otherwise agreed, all quotations shall be valid for 30 (Thirty) days from date of the written advice of the Company. The quotation is not an offer to proceed and the Customer is required to place a written Order with the Company using the same reference as on the quotation.

### 4. PRICES

- 4.1 Unless specifically agreed to in writing, orders are accepted on conditions that the prices shall be those ruling on the date of dispatch. Price fluctuations may occur due to an increase or decrease in the price of materials, fuel, labour, transport costs or rate of exchange.
- 4.2 Prices are based on the United States Dollar and therefore the Company reserves the right at any time prior to delivery to vary the price quoted for the goods, if following the date of the Order, there is any change in rate of exchange, any imposition or alteration of Government Tax, or if the cost of supplying the Product is increased by any other factor beyond the control of the Company.

### 5. TERMS OF PAYMENT

#### 5.1 3D PRINTERS OR FORTUS SYSTEMS

Unless agreed otherwise in writing, a deposit amount of 50% (Fifty Percent) shall be paid on order and the balance within 7 (Seven) days after installation and commissioning of system. The System remains the property of the Company until full payment has been received.

#### 5.2 CONSUMABLES

Unless agreed otherwise in writing all goods and services supplied by the Company shall be payable in full within 30 (Thirty) days of invoice.

5.3 If payment is not made as specified in 5.1 and 5.2 above, the Company shall be entitled to charge the Customer interest on the amount due at the maximum rate allowed from time to time. Unless otherwise agreed in writing, the Customer shall not be entitled to any deduction or discount.

5.4 Payment shall only be deemed to have been effected upon a physical cleared receipt of the relevant amount into the bank of the Company.

5.5 A certificate by one of the Company's members showing the amount due and owing by the Customer to the Company at any given time shall be sufficient *prima facie* proof of the facts therein stated for the purpose of all legal proceedings against the Customer for recovering of the said amounts, and as evidence of the prevailing rate of interest chargeable on overdue amounts. The certificate shall be deemed to be of sufficient proof particularly for the purpose of pleading and in any action instituted by the Company against the Customer and in terms of this application or for purposes enforcing any rights hereunder and shall be valid as a liquid document against the Customer in any competent Court for purpose of obtaining provisional sentence or summary judgment against the Customer.

### 6. DELIVERY AND RISK

- 6.1 The Company shall use its best endeavour to place the supply where the Customer designates delivery subject to the Customer timeously furnishing the Company with reasonable site delivery instructions and adequate site access.
- 6.2 Risk will be transferred to the Customer on delivery of the goods by the Company.
- 6.3 The delivery note signed by the Customer, his employee, agent or representative shall constitute proof, on it's mere production, that the goods delivered thereunder accorded with the quantity reflected thereon.
- 6.3 It is agreed that full delivery in accordance with the Company's records shall be deemed to have been made unless discrepancy and/or shortfall in specifically recorded on the delivery note or reported by the Customer within 48 (Forty Eight) hours of delivery.

6.4 The Company may at its absolute discretion withhold delivery of the goods pending payment of any sum due from the Customer to the Company.

### 7. SET-OFF PROHIBITION

The Customer shall not under any circumstances be entitled to deduct any amount from amounts due to the Company as indicated in the Company's statements without the prior written authority of the Company.

### 8. DAMAGES

All goods sold by the Company are done so on the condition that the Company shall not be liable for any loss or damage, whether direct, indirect or consequential, however caused or incurred.

### 9. DEFECTIVE GOODS/WORKMANSHIP

The Company shall, at its own option, either repair or replace Goods sold or delivered, the fact and extent of which the Company shall be the sole judge, provided the notice of such defect is received in writing by the Company within 48 (Forty Eight) hours of delivery. After expiration of the relevant period, no claim shall be entertained or liabilities lie against the Company.

### 10. PASSING OF OWNERSHIP

10.1 Ownership of the goods shall pass to the Customer only when full payment for the goods and interest (if applicable) and any costs incurred have been recovered by the Company.

10.2 Until such time stipulated in 10.1:

10.2.1 The Customer shall store the goods in a manner which makes them readily identifiable as the property of the Company; and

10.2.2 The relationship of the Customer to the Company shall be fiduciary in respect of the goods and accordingly the Company shall have the right to trace any proceeds of sale.

### 11. WARRANTY

11.1 New 3D Printers and Fortus Systems has warranty period of 12 (Twelve) months from date of installation on condition that the goods have not been misused, mishandled, modified or repaired in any way by the Customer.

11.2 Out of Warranty repairs, services or replacement of parts has a warranty of 3 (Three) months on conditions that the goods have not been misused, mishandled, modified or repaired in any way by the Customer

### 12. GOVERNING LAW

The rights and obligations of the Company and its Customers shall be governed by the law of the Republic of South Africa and the Customer agrees to submit to the jurisdiction of the Magistrate Courts of the Republic of South Africa for determination of all disputes.

### 13. VARIATION

No amendment, variation, relaxation or indulgence of these conditions by the Company in favour of the Customer shall be construed as a waiver of the Company's rights.

### 14. SECURITY

Without affecting any of the above terms and conditions, the Company shall be entitled to call for a bank guarantee, suretyship or suitable form of security to be provided by the Customer at any time and the Customer shall be obliged to do so, failing which the Company shall be entitled to act in terms of clause 16.

### 15. DOMICILIUM

The Customer and the Company chooses the address appearing on the face of this document as their *domicilia citandi et executandi* for all purposes, including the giving of all notices and serving of all Court processes.

### 16. BREACH

16.1 Should the Customer fail to effect payment or breach any of the terms and conditions of this agreement, the Company shall be entitled, at its sole discretion and without prejudice to any other remedies or rights it may have:

16.1.1 To cancel this agreement forthwith and to retain all amounts paid as *rouwkoop* and/or liquidated damages; and

16.1.2 Claim its rights of ownership; and

16.1.3 Claim payment of the full amount owing, including costs and interest on overdue amounts to date, plus any damages which it may have suffered. The Company shall be entitled to apply any amounts paid, in the reductions of interest accrued on overdue payment, or to any costs incurred.

16.2 Should the Customer at any stage change the form of legal entity or the name or ownership under which the account and credit facilities are being used, the Customer undertakes to notify the Company accordingly in writing by registered post within 7 (Seven) days as from the date when the change takes effect. The Customer indemnifies the Company against any loss or damage which may result from such change or from any failure on the part of the Customer to notify the Company of such change.

### 17. FORCE MAJEURE

Should the Company be delayed in or prevented from making a delivery ad/or rendering a service and/or executing a contract owing to force majeure, act of God or any cause beyond the Company's control, the Company shall not be liable for any loss or damage resulting therefrom.

18. The Company may perform a credit information search on the Customer at a credit information bureau of the Company's choice and monitor the Customer's payment behaviour by researching the Customer's record and may use new information and data obtained from the credit information bureau in respect of the Customer's future credit applications.