# GENERAL TERMS
## FOR SUPPLIES AND SERVICES
DYEMANSION GMBH

1. Scope. These Conditions shall apply to all supplies, services and licenses of any kind provided by DyeMansion GmbH, Robert-Koch-Straße 1, 82152 Planegg – Munich, Germany ("DyeMansion") to its customers (“Customer(s)”). If DyeMansion and the Customer have entered into a contract of sale or a service, license or other agreement (hereafter collectively referred to as "Contract"), these Conditions shall apply except if and to the extent that the Contract provides otherwise.
These Conditions pre-suppose that the Customer is a corporation, fund or trust under public law or a business (i.e. a natural person, corporation or partnership entering into the Contract for a purpose within the scope of its trade, business or independent profession). DyeMansion provides services and “Deliverables” i.e. goods, rights, licenses, or tangible or intangible works which are the subject matter of the Contract only to such Customers and not to consumers.

2. No Other Terms and Conditions. DyeMansion does not accept any terms and conditions which deviate from these Conditions, except if such terms and conditions have been expressly accepted by DyeMansion.

3. Any quotations which DyeMansion may provide shall not be binding on DyeMansion.

4. DyeMansion reserves two weeks to confirm orders.

5. The Customer shall refrain from using for any purpose unrelated to the Contract, copying and making available to third parties any technical specifications, drawings, quotations and calculations which the Customer may receive from DyeMansion, in particular in connection with the negotiation or the performance of the Contract. DyeMansion reserves the copyright and other rights in such materials. In the event that the Customer violates the foregoing obligation, DyeMansion shall be entitled to request immediate release and delivery of such materials.

6. For future renewal terms, for multi-annual service, maintenance or other long-term contracts, DyeMansion reserves the right to amend prices and other commercial or legal Contract terms by unilateral notice with proactive effect, observing three months' notice with effect on the beginning of the next following renewal term. In such case the Customer

shall have the right to withdraw from the Contract by unilateral notice, observing one month's notice with effect to the end of the then current contract term. Where Customer does not exercise this right, the amendment shall become effective.
If Customer requests a Change to the scope agreed in the Contract, DyeMansion will reasonably attempt to accommodate this request provided that the Customer will bear all extra cost and effort caused by the change. Any change to the scope requires mutual agreement. Neither § 650b par. 2 of the German Civil Code (Customer Right to Enact Changes) nor § 648a par. 2 of the German Civil Code (Termination of Parts of Agreement) shall apply.

7. Terms of Delivery. All Deliverables shall be delivered EXW Planegg, Incoterms 2010. The prices quoted by DyeMansion shall be deemed agreed on this basis.

8. DyeMansion shall be under no obligation to observe any delivery date until and unless the Customer has complied fully with all of its responsibilities regarding the delivery. Time shall not be regarded to be of the essence except if expressly agreed. No delivery date shall be binding on DyeMansion unless it has been expressly confirmed as "binding".

9. Where Deliverables require assembly or installation, this shall be the Customer's responsibility. Where DyeMansion has expressly assumed responsibility for the assembly/installation, the Customer shall provide at its own cost and in a timely manner: (a) all necessary support staff, including skilled personnel for electric installations and/or water facilities, if required; (b) all mechanical devices required for the assembly/installation, including lifting devices, and fuel; (c) heating, lighting and electricity, including the necessary lines to the place where the Deliverable is to be installed. The Customer shall confirm in writing that the foregoing and all other conditions for assembly/installation have been fulfilled before DyeMansion commences its work.

10. DyeMansion reserves the right to make partial deliveries.

11. DyeMansion reserves the right to supply a Successor product to the Deliverable ordered which has become available prior to delivery, provided that the successor product meets the agreed specifications and is not more expensive than the Deliverable ordered.

12. Intellectual Property Rights. DyeMansion reserves all intellectual property rights in and to all Deliverables as well as any other development or discovery DyeMansion may make in consummation of the Contract.
The Customer's right to use any Deliverables (including Deliverables developed or customized for Customer) shall be non-exclusive, limited to internal business purposes and otherwise only as provided in the Contract and in these Conditions. Customer may not copy hardware Deliverables.
The source code of the software will not be delivered unless expressly agreed. System

software may only be used together with the system with which, or for which, it has been delivered.

13. Support. With respect to repair, maintenance or other services provided to the Customer on site (“Service(s)”), the following additional terms apply:
Services are billed on a time and material basis unless DyeMansion and the Customer have entered into a Contract for recurrent Services providing otherwise. Where such a Contract exists, it shall be the Customer’s responsibility to call off the Services.
Inspections or tests of a DyeMansion system on site and other efforts in order to prepare a quotation or estimate shall also be considered a Service and are billed on a time and material basis.
Where Services are prevented, inhibited or complicated by Customer’s modifications to the system or by insufficient maintenance, care or cleaning of the system by Customer or by any other circumstances from Customer’s sphere or where the Customer fails to reasonably support the Services with information or resources or otherwise fails to comply with its obligations, the extra cost and efforts will be billed to the Customer on a time and material basis and DyeMansion may withhold all Services until Customer has expressly acknowledged its obligation to pay such extra cost and efforts.
DyeMansion may use remote access to Deliverables to provide Services efficiently and effectively, including the remote upload of firmware updates. For this purpose, DyeMansion may access and store relevant system data to the extent required for technical, mechanical or process analysis. Only system data is collected: geometry data or part-related information is not subject to remote access.

14. Webshop. DyeMansion (hereinafter also “We”) offers registered Customers (hereinafter also „User(s)“) the opportunity to place orders through our online order portal (hereinafter referred to as „Web Shop“). The following conditions apply to the use of our Web Shop:
Use of the Web Shop is limited to business Customers and requires registration.
Product information and offers published in the Web Shop shall not be considered binding offers. They do not constitute guarantees of properties, nor do they obligate us to enter into a Contract. Such information and offers only constitute an invitation to the User to submit offers to form a Contract. All prices quoted in the Web Shop are exclusive of VAT. Sec. 17 shall apply in this respect.
The User’s order will become final and binding when the User clicks on the “order with obligation to pay” button at the final stage of the order process. Up to this point Users can edit their order or discontinue the ordering altogether at any time.
After placing the order, Users will first receive a confirmation of receipt („Confirmation of Receipt“). This Confirmation of Receipt does not yet constitute a confirmation of the order. A binding Contract is only concluded when we separately confirm acceptance of the order („Order Confirmation“). Users are bound by their order in accordance with Sec. 4 and DyeMansion will either confirm or reject the order within the period stated therein.
The password for the User account must be kept strictly confidential and any loss or

unauthorized access must be reported immediately. Users are liable to DyeMansion for all orders and uses under their password, unless it can be proven that the password was used by an unauthorized third party without any fault imputable to the User.

We reserve all right and title in, and with respect to, all content of our Web Shop (such as images, trademarks etc.). Users may use such content only as required for the legitimate use of the Web Shop as contemplated herein and may not otherwise use or reproduce such content.

When using our Web Shop, all Users are required to refrain from inhibiting or overburdening the technical operation of our Web Shop and/or from negatively affecting use by other users.

We consent to the placement of hyperlinks („links“) referring to our Web Shop, provided that (i) the link does not create the false impression of a business connection with - or an endorsement of another's services or business by - DyeMansion, (ii) the link is placed exclusively on the welcome page (no "deep links") (iii) the respective page is displayed in a new window as well as completely and also otherwise makes it clear to the viewer that it is content of DyeMansion (no "frames"). Links, which do not correspond to the aforementioned requirements, are expressly forbidden. As far as we place a link to third-party content, this does not mean that we approve of, or endorse, the third-party content.

We reserve the right to change the conditions for the use of the Web Shop at any time by unilateral notice with proactive effect. The amended conditions will be published in the Web Shop. We reserve the right to change or discontinue the Web Shop at any time without prior notice, or to exclude individual or all users from using it.

15. Confidentiality. The parties mutually agree to keep all confidential technical and commercial information received from the respective other party strictly confidential and to refrain from using any such confidential information except as strictly required to perform the Contract for as long as the information is and remains reasonably confidential. Only information which the recipient can show was already published or known to it at the time of disclosure or that was published later without the fault of the recipient shall be exempted from this clause. Confidential Information may not be disclosed to third parties except for a disclosure to offices, employees or contractors of the recipient or its corporate affiliates (collectively "Personnel") if and to the extent that such Personnel are bound by secrecy obligations and require knowledge of the information to perform the Contract. The parties guarantee that their Personnel are bound by, and shall comply with, a secrecy obligation corresponding to or exceeding the standard set by this clause, which secrecy obligation shall remain in force even after the end of the relationship between the party concerned and its Personnel. The recipient shall notify the owner of any confidential information in the event that it becomes aware that information which the respective other party regards as confidential has become publicly known, or if notes or media containing such confidential information are lost, or if it deems itself legally obligated to provide confidential information to any third party, including courts of law or government entities. This confidentiality clause shall remain in force even after termination of the Contract for as long as the information is and remains reasonably confidential.

16. Acceptance. Where DyeMansion develops a customized color recipe or any other Deliverables requiring acceptance under the Contract or statutory law, the Customer shall confirm acceptance in writing within two weeks if the Deliverable materially conforms to specifications and is free of material non-conformities. Not limiting DyeMansion's claim to receive an acceptance certificate, the Deliverable shall be regarded as accepted where Customer fails to expressly refuse to accept the Deliverable stating all non-conformities which it alleges of which at least one material non-conformity must actually be present, within the aforementioned two-week period.

17. Terms of Payment. All invoices shall be paid upon receipt without any deduction, unless otherwise agreed. Customer will be deemed in default with a payment at the latest after expiry of two weeks from (i) the due date and (ii) receipt of DyeMansion's invoice.

18. Value Added Tax shall not be deemed included in the prices quoted by DyeMansion, and, if applicable, it will be shown separately in the invoice at the rate prevailing on the date of the invoice.

19. Price List. Supplies and services not covered by the Contract shall be billed based on the price list prevailing at the time of receipt of the order.

20. The Customer shall not be entitled to set off any of its claims against claims of DyeMansion, except where the Customer's claims are undisputed or have been confirmed by a final court judgment. The foregoing shall also apply to any right of retention under civil or commercial law.
A right of retention may, in any event, only be exercised with respect to counterclaims arising from the same Contract.
The foregoing exclusions shall not apply where claim and counterclaim are legally connected in such a way that each obligation must only be fulfilled in consideration of fulfillment of the other.

21. Responsibilities of the Customer. It shall be the Customer's responsibility to comply with any technical guidelines, such as installation requirements, which the manufacturer may have issued, and to provide DyeMansion with all information and assistance which DyeMansion may reasonably require. In the event that DyeMansion identifies to the Customer a third-party service provider, DyeMansion shall not be deemed to have assumed any liability in respect of the performance of such third-party service provider.

22. Limited Remedies for Defects (Warranty). Where Customer has acquired the Deliverable from a reseller, remedies for defects of the Deliverable shall exclusively be asserted vis-à-vis such reseller in accordance with the terms of the agreement between Customer and reseller. In all other cases, the following shall apply:

22.1 In the event of any defect of a Deliverable, including any deviation from agreed specifications and/or any violation of rights of third parties (collectively "Defects") the Customer may exercise its statutory remedies for repair or replacement of the Deliverable, and, only where that fails or in other exceptional cases as provided for in statutory law,

withdraw from the Contract or demand a reduction in the agreed price ("Warranty Claims") only subject to the following limitations:

22.2 Any Warranty Claims shall be excluded unless the Defect in question substantially limits the suitability of the Deliverable for the agreed purpose.

22.3 The Customer shall inspect any Deliverables and notify DyeMansion of any defects or deviations thereof immediately after delivery. In the absence of such immediate notice, the Customer shall be deemed to have consented to any deviations of the Deliverables that could have been detected, in particular, without limitation, (a) defects, or (b) delivery of (i) a quantity or (ii) a product other than agreed. The notice shall in particular not be deemed immediate if it is received more than 7 days after delivery. Where DyeMansion has undertaken assembly/installation of the Deliverable this shall replace delivery as the starting point of the aforementioned periods.

22.4 DyeMansion reserves the right to decide whether to repair or to replace any Deliverable which should prove to be defective. If DyeMansion fails to exercise such right within a reasonable time limit set by Customer, such right shall pass to Customer. DyeMansion reserves – also in work contracts - at least two attempts at such repair or replacement, except where this should unduly prejudice Customer in individual cases. Where DyeMansion replaces a defective Deliverable, the Customer shall return the defective Deliverable to DyeMansion and compensate prior use of such Deliverable.

22.5 Furthermore any Warranty Claims shall be excluded to the extent that the Customer (a) uses the Deliverable for any purpose other than the contractual purpose or in violation of the relevant statutory requirements and/or any guidelines issued by the manufacturer; or (b) either (i) modifies the Deliverable or (ii) uses the Deliverable in connection with any hardware or software not approved by the manufacturer of the Deliverable for such purpose, unless, in each case, the Customer has obtained DyeMansion's prior written consent, and except, in each case, where the foregoing circumstances did not cause the Defect.

23. Recourse: The Deliverables are not intended to be distributed to Consumers as defined in statutory law.
Where Deliverables are sold or distributed to third parties, DyeMansion shall be liable for third party claims against the Customer and/or Customer's cost or efforts for providing warranty services to its own customers in the event of a non-conformity only if and to the

extent that DyeMansion cannot establish that such non-conformity was not due to negligence imputable to DyeMansion and only within the limits of Sec. 26. The foregoing shall not limit DyeMansion's obligation to repair or replace the Deliverable in accordance with the warranty provisions. All of the foregoing claims shall be subject to the limitation periods agreed in Sec. 27. More extensive claims under §§ 439, 445a/b, 478 or 635 of the German Civil Code are disclaimed.

24. Limitations for Technical Reasons: The following limitations apply to DyeMansion's Deliverables due to the technology used in DyeMansion's products and coloring service: DyeMansion's colors are not food compatible. The final color as well as the compatibility, fastness and stability (skin compatibility, cytotoxicity, rub fastness, chemical stability, UV stability and other properties) of the colors will be materially influenced by the properties of the part to be colored and also by other factors. DyeMansion can therefore neither warrant specific properties of the end result nor exclude color deviations or differences between different batches. Deviations within normal tolerances will not give rise to any remedies in warranty. Customer is responsible to test desired properties by building reference parts prior to coloring serial parts. If the Customer requires specification of maximum color tolerances, these can be defined in a joint project based on test production of colored reference samples. DyeMansion may also provide results conducted on individual color applications in the past for reference, but these may not be representative for Customer's color application.

25. DyeMansion shall not be deemed to have guaranteed certain properties of the Deliverables except if it has expressly confirmed such guarantee. The manufacturer's warranty issued with any Deliverable shall not be deemed a guarantee of certain properties unless it expressly states otherwise.

26. Liability. DyeMansion shall be liable in damages, whether based on contract or any other legal theory, only to the extent that the damage was caused by gross negligence or willful misconduct imputable to DyeMansion.

26.1. In the event of death of a natural person or personal injury to the latter, DyeMansion shall be liable also for slight negligence in accordance with statutory law. In addition, DyeMansion shall also be liable in accordance with statutory law for a slightly negligent violation of a fundamental duty under the Contract, but such liability shall be limited to such damage as DyeMansion could have reasonably foreseen at the time of signing of the Contract.

26.2. Fundamental duties as used herein comprises all duties which must be fulfilled by DyeMansion in order to enable consummation of the Contract and the achievement of its purposes and fulfillment of which the Customer may reasonably expect in view of the content and purposes of the Contract such as the duty to consummate the Contract in a timely manner and a manner which does not endanger the life or health or personal property of

Customer and its personnel.

26.3. DyeMansion's liability shall cover neither damage caused by the loss of data to the extent such loss could have been avoided by reasonable regular back-up, nor damage caused by using any Deliverables which could have been prevented by examination of the work products of such Deliverable at regular intervals.

26.4. Limitations on DyeMansion's liability agreed in the Contract or these Conditions shall apply also to the personal liability of DyeMansion's officers, employees or agents.

26.5. Where Deliverables are provided free of cost, e.g. demo software, DyeMansion's liability shall be further limited, and DyeMansion shall be liable for damages based on gross negligence or willful misconduct imputable to DyeMansion and/or fraudulent concealment of defects only.

26.6. Any mandatory liability under the Product Liability Act and/or arising from a guarantee of properties shall remain unaffected.

26.7. This section shall not be construed to shift the statutory burden of proof in any way.

27. Limitation Period. Remedies for Defects, including but not limited to the right to withdraw from the Contract, shall be subject to a limitation period of twelve months for newly manufactured Deliverables and six months for used Deliverables. The foregoing limitation period shall also apply to claims for indemnification or damages, in particular incidental or consequential damages, based on Defect.
However, all remedies based on:

- fraudulent concealment of defects or
- Deliverables designed to be incorporated into a building, so incorporated and having caused such building to be defective or
- gross negligence, willful misconduct or the death of a natural person or personal injury to the latter, caused by negligence or willful misconduct
- based on guarantees of properties and/or the statutory recourse and the right to withdraw from the Contract based on a breach imputable to DyeMansion other than a Defect shall be subject to the applicable statutory limitation periods.

The limitation periods shall begin on the date specified by the statute.
Where DyeMansion repairs or replaces a Deliverable or attempts to do so, such repair or replacement shall not effect a renewal of the limitation period for the Customer's Warranty Claims with respect to the repaired Deliverable (including spare parts or units used for the repair) or a replacement product. Notwithstanding the repair or replacement, such Warranty Claims shall be subject to a limitation period equivalent to the remaining limitation period applicable to the original Deliverable, except that such limitation period shall not expire earlier than three months after the conclusion of the repair or replacement or DyeMansion's

refusal to undertake further attempts at such repair or replacement.

28. Retention of Title. Until payment in full of the purchase price by the Customer, DyeMansion shall retain title to the Deliverables ("Reserved Deliverables"). The Customer shall advise DyeMansion without any delay of any attachments of any such Reserved Deliverables, in particular of any judicial execution measures or any other seizures, as well as of any damage suffered by such Reserved Deliverables. In the event that any Reserved Deliverable is shipped to or used in a country where this Retention of Title Clause is not fully valid and enforceable, the Customer shall provide DyeMansion with equivalent security.

29. Title in Replaced Parts: Where DyeMansion replaces parts or components in the context of warranty services, services under a manufacturer's warranty or other services (such as maintenance or repair), Customer shall be obligated to hand over all replaced parts to DyeMansion and transfer title to such parts to DyeMansion.

30. Export. The Customer agrees to refrain from exporting any Deliverables and technical information received from DyeMansion, except in the event that all relevant export regulations in force in its country of residence as well as in the United States of America are observed, and the Customer shall impose this obligation also on its customers, without prejudice to the other provisions of the Contract or these Conditions.

31. Banned Activities Policy. DyeMansion maintains a Policy on the Observation and Exclusion of Business Partners ("Banned Activities Policy") which is accessible on its website. By entering into a Contract, the [Supplier/Customer] represents and warrants that it is not engaged in, or associated with, any activities required to be disclosed under the terms of the Banned Activities Policy, and [...that Supplier has taken measures to reasonably ensure that, throughout the supply chain, no direct or indirect supplier has engaged in any such activities / ... that Customer will not knowingly pass on products or technology provided by or for DyeMansion to any entity or person engaged in such activities, and undertakes to take measures to reasonably ensure that products or technology provided by or for DyeMansion will not be used for any such activities.]

32. Subcontractors. DyeMansion may make use of subcontractors to perform any of its obligations under the Contract or these Conditions, provided that the use of any such subcontractors shall not limit or restrict DyeMansion's obligations towards the Customer.

33. Notices. Any notices, declarations or waivers which may be declared or made pursuant to the Contract or these Conditions shall be valid only if they are in writing.

34. No Assignment. The Customer shall not be entitled to assign its rights under the Contract - except for claims for payment - to any third party without DyeMansion's prior written consent, which consent shall not be unreasonably withheld.

35. Severability. Should one or more of the provisions of the Contract or these Conditions be or become invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected.

36. Place of performance for all obligations under the Contract shall be at Planegg, Germany.

37. Governing Law. The Contract and these Conditions shall be subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

38. Jurisdiction. All disputes arising under or in connection with Contract and/or these Conditions shall be submitted exclusively to the courts having jurisdiction at the corporate seat of DyeMansion to the extent that the Customer is a commercial entity or a public law corporation, or a public law fund or trust. DyeMansion shall in any event be entitled, at its discretion, alternatively to take legal action against the Customer in the courts having general personal jurisdiction over the Customer.

39. Language: The English text version of these Conditions is for information purposes only.