

## Terms of Rental and Use for Partbox 3D Printing on Demand

### 1. SCOPE AND DEFINITIONS; NO OTHER TERMS AND CONDITIONS

1.1 These Terms of Rental and Use for the Partbox 3D Printing on Demand service – these terms hereinafter referred to as “**Terms of Use for Printing on Demand**” – shall apply to

- the rental of one or more Partbox printers for 3D printing – hereinafter referred to as “**3D Printer(s)**” – together with other components, where applicable – the contractual 3D printer(s) together with the associated components shall hereinafter be referred to jointly as the “**Rental Equipment**” – and
- the provision of additional services in the field of 3D printing on demand

by Schubert Additive Solutions GmbH with its registered office in Crailsheim, Germany – hereinafter referred to as “**SAS**” – for use by the commercially operating contractual partner (entrepreneur within the meaning of Section 14 German Civil Code) – hereinafter referred to as “**User**” – for a limited period of time.

1.2 Some of the services shall be provided via the SAS “Partbox” online platform (also referred to as “Partbox OS”) for part streaming and 3D printing jobs, which is accessible at [www.partbox.io](http://www.partbox.io). Such online platform shall hereinafter be referred to as the “**Partbox Platform**”.

1.3 These Terms of Use for Printing on Demand and, where applicable, additional terms and conditions of SAS shall apply exclusively, where they have been expressly agreed with User.

Any terms and conditions of User shall not become part of the contract even where SAS does not expressly object to their inclusion. In the event that User does not agree with this provision, User shall notify SAS thereof in writing without undue delay.

Any reference to User’s general terms and conditions is hereby expressly rejected.

### 2. RENTAL EQUIPMENT; DELIVERY AND READINESS FOR OPERATION; COMMENCEMENT OF RENTAL PERIOD

2.1 SAS shall provide the Rental Equipment to User for contractual use during the term of the contract (cf. Article 13 hereinbelow). The specific Rental Equipment (i.e., the number of 3D Printers and any associated components) shall be governed by the offer of SAS.

2.2 The documentation shall govern the agreed quality of the Rental Equipment, including the contractual use in case of doubt. In no event shall SAS assume a guarantee of quality.

2.3 SAS shall deliver the Rental Equipment to the agreed installation site. Where an installation site is not specified, the agreed installation site shall be the delivery address agreed with User, otherwise the place of User’s principal place of business.

2.4 User shall immediately and carefully inspect the Rental Equipment after delivery to ensure that it is free of defects. User shall notify SAS of any defects without undue delay.

2.5 User is to observe the documentation enclosed with the Rental Equipment (specifically, the operating instructions) to achieve operational readiness. SAS shall not owe any services of installation, commissioning or support in establishing operational readiness, unless such services have been expressly agreed.

The 3D Printers require an LTE connection for operation. Such LTE connection and the other technical requirements on the part of User (e.g., power, cooling) must be provided and maintained by User at User’s own expense and responsibility.

2.6 Unless otherwise agreed, the rental period shall commence on the day of delivery of the Rental Equipment to the agreed installation site.

### 3. USE OF THE RENTAL EQUIPMENT; PARTBOX PLATFORM; LIMITED USE

3.1 The Rental Equipment is provided for the exclusive use of User (or User’s employees). The Rental Equipment may only be used for the purposes arising from the documentation.

3.2 User must have access to the Partbox Platform for the contractual use of the 3D Printers. The use of the Partbox Platform is subject to separate terms of use, which are to be bindingly accepted by User as part of the registration and/or the (initial) login.

3.3 User shall be permitted to use the Rental Equipment exclusively within the scope of the respective printing hours purchased by User (in the form of printing hour packages).

Upon consumption of the relevant printing hours package, the 3D printer(s) will be blocked for further printing processes. User shall be solely responsible for the timely purchase of further printing hour packages from SAS.

3.4 SAS shall be entitled to integrate appropriate technical measures into the Rental Equipment and into the Partbox Platform to determine the hours used and to protect against improper use.

### 4. TRANSFER OF USE TO THIRD PARTIES

4.1 Without the prior, express and written consent of SAS, User shall not be entitled to transfer the use of the Rental Equipment to a third party, in particular to lend or sublet the Rental Equipment. The same shall apply to the transfer of access data to the Partbox Platform to a third party.

Where SAS refuses permission, User shall not be entitled to a right of termination pursuant to Section 540(1) sentence 2 Civil Code.

4.2 Where SAS has granted User permission to transfer use to a third party, SAS shall be the indirect owner of the Rental Equipment. User shall provide SAS with information in writing or by e-mail regarding the current location of the Rental Equipment at any time. Notwithstanding the foregoing requirement for consent, User hereby already irrevocably assigns to SAS its claims against the third party; SAS hereby accepts such assignment.

### 5. DUTIES OF USER; MAINTENANCE OF USE

5.1 User shall treat the Rental Equipment with care and in an appropriate and careful manner at all times.

5.2 The installation and operating Instructions of SAS as may be amended from time to time are to be observed in any event.

5.3 User may only use the consumables (cf. Article 6 hereinbelow) and spare parts or wear parts supplied by SAS.

5.4 User shall notify SAS in writing or by e-mail of any malfunctions and/or damage to the Rental Equipment without undue delay.

5.5 User shall not be entitled to remove the Rental Equipment from the agreed installation site without prior written permission from SAS.

5.6 User shall keep the Rental Equipment free from any and all access by third parties (e.g., foreclosure, liens). User shall notify SAS without undue delay by providing the relevant documents where such access by third parties occurs or is imminent to User’s knowledge. Any and all costs for measures to cancel any such access shall be borne by User.

5.7 User has to equip the Rental Equipment with a label indicating the ownership of SAS in a clearly visible spot.

### 6. CONSUMABLES

6.1 The consumables required by User within the scope of the printing hours package purchased by User and included in the printing hours package (cf. Article 8.2 hereinbelow) shall be reordered by User from SAS in accordance with the printing hours used. User shall solely be responsible for the timely reordering. The printing hours used are displayed in the Partbox Platform.

6.2 User shall be obligated to properly and exclusively use the

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- consumables supplied by SAS for the Rental Equipment.
- 6.3 With respect to consumables not requested by User by the time of termination of the contract, the right to delivery shall expire upon termination of the contract.
- 6.4 Consumables located at User's premises and not used by the time of termination of the contract shall be returned by User to SAS without undue delay after termination of the contract or shall be made available for collection together with the Rental Equipment (cf. Article 13.4 hereinbelow).
- 7. MAINTENANCE OF OPERATIONAL READINESS; USER'S RIGHTS IN THE EVENT OF DEFECTS**
- 7.1 During the term of the contract, SAS shall provide services to support the maintenance and/or restoration of the operational readiness of the Rental Equipment. The specific services may be requested from SAS.
- Any and all other expenses associated with the operation and maintenance of the Rental Equipment shall be borne by User, unless otherwise stipulated by mandatory statutory provisions.
- 7.2 Where SAS is obligated towards User to remedy defects, User shall describe the defects as precisely as possible in the form of defect reports.
- 7.3 Any obligation of SAS to remedy defects shall be excluded where a defect is based on improper use – in particular on the use of consumables or wear or spare parts not approved by SAS – or improper operation or handling of the Rental Equipment by User.
- 7.4 User's right to terminate the contract for failure to provide use in accordance with Section 543(2) sentence 1 no. 1 Civil Code is excluded, unless the provision of use in accordance with the contract is deemed to have failed.
- 7.5 Subject to Articles 10.3(1) and 10.6 hereinbelow, the strict liability of SAS under Section 536a(1) Civil Code due to defects which were already present at the time of the conclusion of the contract is excluded.
- 8. PRICES, REMUNERATION AND TERMS OF PAYMENT; OFFSETTING**
- 8.1 User shall pay to SAS the agreed (one-time) prices and (ongoing) remuneration for the provision of the Rental Equipment and for the other contractual services of SAS. Such prices and remunerations shall generally be governed by the offer of SAS, otherwise by the respective current price list of SAS.
- 8.2 The agreed remuneration shall include the supply of consumables (filament) in a quantity corresponding to the printing hour package purchased by User.
- 8.3 The following activities and the supply of the following accessories and/or consumables are not included in the agreed prices and remunerations and will be invoiced separately to User at the respective agreed prices and/or remuneration:
- the supply of additional operating instructions or other documentation, cables, lines or plug connections, unless they are included in the scope of delivery of the 3D Printer(s);
  - on-site installation and/or collection of the Rental Equipment;
  - maintenance work due to User's improper handling or use of consumables not approved by SAS;
  - provision of consulting, design or engineering services.
- 8.4 The agreed prices and remunerations are exclusive of the respective statutory value-added tax and all other possibly relevant taxes, fees and other charges.
- 8.5 The agreed prices and remunerations shall be invoiced by SAS after conclusion of the contract for the entire contract period.
- 8.6 Invoiced amounts shall become due upon receipt of the respective invoice by User and shall be paid by User within 14 calendar days of receipt of the invoice without deduction.
- 8.7 User shall only have the right to withhold payments or to offset payments against counterclaims where User's counterclaims are undisputed or have been legally established.
- 9. ACCESS TO 3D PRINTER(S) BY SAS / EVENT MESSAGES**
- 9.1 Agreed services and/or certain functions of the 3D Printer(s) may require SAS to access the 3D printer(s) that is/are located at User's premises via a telecommunication connection – hereinafter referred to as "**Remote Access**" – (e.g., for purposes of determining parameters relevant to remuneration and/or for installing updates of the operating system software), or such Remote Access may be part of other agreements existing between the parties.
- Any such Remote Access shall be made via the LTE connection. There shall be no Remote Access by SAS where User blocks or prohibits such Remote Access. **In such event, any and all risks and other consequences for the failure to provide Remote Access shall be borne by User.**
- Where Remote Access is absolutely necessary for the provision of agreed services by SAS, an adjustment of the relevant agreement may be required in the event of blocked or prohibited Remote Access. SAS shall not be obligated to provide services until a corresponding agreement has been reached.
- 9.2 The 3D printer(s) may send automated error messages and/or other event-related information – hereinafter referred to as "**Event Messages**" – to the Partbox Platform or otherwise to SAS. SAS shall be entitled to inspect such Event Messages but shall not be obligated to do so without express agreement.
- 10. LIABILITY AND LIMITATION OF LIABILITY**
- 10.1 In cases where the German Telecommunications Act is applicable, the liability of SAS shall be limited in accordance with Section 70 Telecommunications Act. Outside the scope of application of the Telecommunications Act, however, the liability of SAS shall be governed by the following provisions.
- 10.2 SAS shall only be liable in the event of its own fault and the fault of its legal representatives, executive employees and other vicarious agents, and in accordance with the following provisions.
- 10.3 SAS shall be liable without limitation for intent and gross negligence, including of its legal representatives, executive employees and simple vicarious agents.
- In the event of a slightly negligent breach of an obligation on whose compliance User could rely and whose fulfillment makes the proper execution of the contract possible in the first place (referred to as cardinal obligation; "Kardinalpflicht"), the liability of SAS shall be limited to the damage typically foreseeable under the contract. Otherwise, liability for damage caused by slight negligence is excluded.
- In the event of liability of SAS pursuant to the preceding paragraph, such liability shall be further limited to an amount of EUR 100,000.00 per damage event and in total to an amount of EUR 250,000.00 within the scope of the respective contractual relationship.
- SAS expects that the amounts of the aforementioned limitation of liability are sufficient to cover User's typically foreseeable damage in a damage event. Where such limitation of liability appears to be insufficient to User to cover the typically foreseeable damage, User must notify SAS thereof so that a possibly higher liability risk may be hedged.
- 10.4 SAS shall not be liable for indirect damages, consequential damages and/or for lost profit.
- 10.5 Liability for data loss or data destruction is limited to the typical recovery costs that would have been incurred if User had made regular backup copies in accordance with the risk.
- 10.6 Liability for fraudulent intent, personal injury and under the German Product Liability Act shall remain unaffected by the foregoing provisions.

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10.7 The provisions hereinabove shall also apply in favor of the employees of SAS.

### 11. NON-DISCLOSURE; DATA PROTECTION AND DATA SECURITY

11.1 The parties shall keep secret any and all information and knowledge obtained in the course of the performance of the contract – in particular business secrets pursuant to Section 2(1) German Business Secrets Act – and any other confidential information – such as of a technical, commercial or organizational nature as well as any and all information made available for the purpose of the contract, in particular such information arising from protected documents – and shall protect any such information from unauthorized disclosure, copying, use and other misuse by third parties not involved in the performance of the contract (“non-disclosure obligation”).

The parties shall be obligated to take all reasonable measures to comply with the aforementioned non-disclosure obligation.

11.2 Information that is generally published by the disclosing party or that constitutes generally accessible knowledge shall not be deemed to be confidential information.

11.3 Where SAS uses third parties to provide the services arising from the respective contractual relationship, SAS shall be entitled to disclose confidential information and data of User to such third parties to the extent necessary for the contractual provision of services. SAS shall obligate the third party/parties to treat the confidential information and data confidentially.

11.4 SAS shall further be entitled to disclose confidential information and data of User to the extent that SAS is obligated to do so by virtue of statutory provisions or official orders, and further to the extent that third parties are involved which are obligated to maintain confidentiality by virtue of their profession.

11.5 To the extent that SAS performs processing on behalf of third parties (within the meaning of Article 28 GDPR) for User, the parties shall enter into a data processing agreement on behalf of a controller.

11.6 Each party shall bear sole responsibility within its area of responsibility for compliance with the provisions of data protection law applicable to such party.

### 12. USE OF NON-PERSONAL DATA

12.1 Where SAS receives non-personal data from User's area (e.g., device characteristics, performance parameters, other purely technical information) within the scope of the performance of the contractual relationship (in particular by means of Remote Access, cf. Article 9 hereinabove), SAS may process and use such data for an unlimited period of time (e.g., for the further development of the product and the improvement of the range of services).

12.2 The foregoing Article 12.1 shall apply accordingly to data anonymized or pseudonymized a way that they are no longer personal data.

### 13. TERM; OBLIGATIONS UPON TERMINATION

13.1 The contract shall run until User has fully used up the respectively purchased printing hours package, but for no longer than 12 months from delivery of the Rental Equipment to User. Thereafter, the contract shall end without the need for termination by either party.

13.2 The right of the parties to terminate the contract without notice for cause shall remain unaffected.

13.3 Any printing hours not used by User by the time the contract is terminated shall expire upon termination of the contract. There shall be no refund to User.

13.4 Upon termination of the contract, User shall ensure the return of the Rental Equipment to SAS without undue delay, at the latest within 30 calendar days from termination of the contract. The condition of the Rental Equipment shall

correspond to the condition upon delivery, taking into account wear and tear caused by the contractual use – hereinafter referred to as “**Agreed Return Condition**”.

For purposes of the return, the Rental Equipment is to be carefully and professionally packed and made available for collection by the forwarding agent commissioned by SAS in coordination with SAS. The details of the return procedure are governed by the SAS offboarding instructions, which User can retrieve within the Partbox Platform or/and request from SAS at any time.

Where User purchases an additional package of printing hours from SAS within the period specified in Article 13.4(1) hereinabove and prior to returning the Rental Equipment to SAS, the Rental Equipment shall remain at User in agreement with SAS for the (new) term of the contract; the parties shall insofar mutually waive the collection and (re)delivery of the Rental Equipment.

13.5 Where the actual condition of the Rental Equipment returned to SAS falls short of the Agreed Return Condition (cf. Article 13.4 hereinabove), the reasonable costs of producing the Agreed Return Condition shall be borne by User.

13.6 SAS shall be entitled to block access to the Partbox Platform after the expiry of 30 calendar days from the termination of the contract and to erase any and all data of User affected by the termination of the contract, unless such conflicts with mandatory statutory provisions.

### 14. EXPORT RESTRICTIONS; PROHIBITION OF RESALE; RIGHT OF WITHDRAWAL

14.1 The products and services of SAS may be subject to export restrictions. Such restrictions may result in particular from the Foreign Trade and Payments Act and legal ordinances issued in accordance with Section 12 thereof, Council Regulation (EC) No. 428/2009 (Dual-Use Regulation) as well as its supplements and/or according to other laws and/or regulations – including Regulation (EC) No. 881/2002 of 27 May 2002 (OJ EC No. L 139 p. 9) and Regulation (EC) No. 2580/2001 of 27 December 2001 (OJ EC No. L 344 p. 70).

Export restrictions may also result from the legal entity of User, employees of User and/or natural persons or legal entities in User's business environment. This shall apply in particular where User and/or one of the aforementioned persons are named in a list maintained on the basis of Regulation (EC) No. 881/2002 of 27 May 2002 (OJ EC No. L 139 p. 9) and/or Regulation (EC) No. 2580/2001 of 27 December 2001 (OJ EC No. L 344 p. 70).

In addition, there are national and international embargo regulations against certain countries and individuals, companies and organizations, which may prohibit the supply, provision, transfer, export or sale of goods and the provision of services or make them subject to approval.

All of the foregoing grounds and provisions for any export restriction are hereinafter jointly referred to as the “**Export Restriction Provisions**.”

14.2 User shall be obligated to check the compatibility of User's order with the relevant Export Restriction Provisions in User's area of responsibility as soon as possible. User shall notify SAS of any concerns in writing without undue delay.

14.3 User shall further be obligated, upon request, to provide SAS with any and all details and information that may be relevant for the examination of any violation of Export Restriction Provisions without undue delay.

14.4 Subject to agreed consent requirements, if any, User shall be permitted to transfer the goods delivered by SAS only to such third parties to whom SAS would also be permitted to deliver itself without a violation of Export Restriction Provisions. This shall not apply where User has issued an end-use certificate to SAS; in such event, resale to other than the end purchaser named therein shall be prohibited.

14.5 SAS shall be entitled to withdraw from a contract entered into with User – or in the event of a contract for the provision of recurring services: to terminate the contract without notice –

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if there are reasonable grounds for believing that the conclusion of the contract and/or its performance, in particular the delivery of the relevant goods to User or the provision of the relevant service, violates or would violate Export Restriction Provisions. This shall also apply where the Export Restriction Provisions at issue are not enacted until after the conclusion of the contract but before the goods are physically exported from the territory of the European Union.

- 14.6 User shall be liable to SAS for any and all damage and costs incurred by SAS as a result of User ordering goods from SAS and/or entering into a contract with SAS for the supply of goods or the provision of services, the delivery or provision of which is prohibited or restricted by applicable Export Restriction Provisions at the time of the order or, if no order preceded the conclusion of the contract, the conclusion of the contract.
- 14.7 Where such provisions enter into force after the aforementioned date, User shall only be liable if the export restriction was issued by virtue of the natural person or legal entity of User, employees of User and/or natural persons or legal entities in User's business environment.
- 14.8 SAS shall not be liable to User for any damage and/or costs incurred by User as a result of a justified withdrawal from the contract and/or its justified termination without notice pursuant to this Article 14.

### **15. FINAL PROVISIONS**

- 15.1 Any and all legal relationships between SAS and User shall be governed exclusively by and construed in accordance with the laws of the Federal Republic of Germany, in exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 Legal venue shall be the court locally and factually responsible for the place of the registered office of SAS. SAS shall, however, be entitled to bring an action at the place of the registered office of User.
- 15.3 Place of performance for both parties shall be the place of the registered office of SAS.