

General Terms and Conditions for 3D Printing Workshops and Use of the ACEO® Open Print Lab

These general terms and conditions shall govern the contractual relationship between WACKER Chemie AG ("**WACKER**") and WACKER's customer ("**Customer**") in case the Customer books the 3D printing workshop offered and performed by WACKER ("**3D Printing Workshop**") in the course and context of which Customer may use the open print lab at WACKER's site suitable for 3D printing for testing purposes ("**ACEO® Open Print Lab**") by means of the 3D silicone printing technology offered by WACKER ("**ACEO® Technology**").

1. General

- 1.1 All services performed by WACKER in connection with the 3D Printing Workshop and any related use of the ACEO® Open Print Lab by the Customer shall be exclusively governed by the following general terms and conditions ("**GTC**"). Other provisions, in particular the Customer's general terms and conditions shall not apply, even if WACKER has not explicitly rejected such conditions. These GTC shall apply exclusively also in the event that WACKER provides services unreservedly while being aware that contrary or deviating terms and conditions exist. These GTC constitute the whole and entire agreement between WACKER and the Customer regarding the performance of the 3D Printing Workshop and any related use of the ACEO® Open Print Lab ("**Agreement**").
- 1.2 These GTC apply only where the Customer qualifies as an entrepreneur according to Section 14 of the German Civil Code, a legal person under public law, or a special fund under public law. "Entrepreneur" in this context means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade. The individual concluding this Agreement warrants and represents that he is legally entitled to conclude the Agreement on behalf of the Customer.
- 1.3 The Customer may not enter into Agreement with WACKER in case the Customer qualifies as a consumer according to Section 13 of the German Civil Code. "Consumer" in this context is a natural person who enters into a legal transaction for purposes that predominantly are outside his/her trade, business or profession.

2. Booking and Enrolment for 3D Printing Workshop

- 2.1 To register, the Customer may use the online registration form available under www.aceo3d.com/open-print-lab or use any other means of contact (e.g. email to WACKER staff). Any such first contact is not yet binding for either side; in particular, WACKER is entitled to reject any booking request without giving any reasons.

- 2.2 The dates for the 3D Printing Workshop are set individually in exchange between the Customer and WACKER. The 3D Printing Workshop generally consists of a seminar part performed by members of the WACKER staff as well as the subsequent use of the ACEO® Open Print Lab as a service for printing of 3D shaped parts for testing purposes ("**Test Products**") by the Customer supervised by WACKER staff. Customer and WACKER jointly determine and agree upon the individual procedure of the 3D Printing Workshop.
- 2.3 It shall not be deemed having entered into a legally binding agreement until the date of the 3D Printing Workshop has been jointly set by WACKER and the Customer and the taking place of the particular 3D Printing Workshop has been confirmed by WACKER in written form (Textform), e.g. via email.

3. 3D Printing Workshop Fees

- 3.1 The prices quoted by WACKER for the 3D Printing Workshop are for an individual participant, whereas the first participant shall cost a fixed price and each further participant will cost a certain surcharge. All prices quoted are excluding value-added tax. Included are documentation, confirmation of attendance, lunch and refreshments during the 3D Printing Workshop as well as the related use of the ACEO® Open Print Lab.
- 3.2 Invoiced participation fees shall be paid without deduction within 14 days upon receipt of the invoice via bank transfer into one of the accounts indicated by WACKER. Unless otherwise agreed, payments shall be made in Euro. Place of fulfilment shall be the registered office of WACKER.

4. Cancellations or Change of Date by Customer

- 4.1 Customer may once request WACKER to find a new date for the 3D Printing Workshop if such written request is received by WACKER at least 14 days before the date set for the particular 3D Printing Workshop. In such case, the Customer and WACKER shall jointly determine a new date for the 3D Printing Workshop.
- 4.2 The Customer may cancel the 3D Printing Workshop in advance by written notice to WACKER. The workshop fees will be refunded after deduction of a processing fee provided that the notice has been received by WACKER, on time and in writing, at least 14 days prior to the start of the 3D Printing Workshop, respectively only the processing fee will be invoiced in such case. This processing fee shall amount to 5% of the total amount of workshop fees for all participants, but no more than EUR 100.
- 4.3 If the Customer cancels the 3D Printing Workshop between the 14th day and the 7th day prior to the date on which the 3D Printing Workshop should take place, 75% of the total amount of the workshop fees for all participants will be refunded. No refund is possible as of the 7th day prior to the date on which the 3D Printing Workshop should take place.

5. Stand-ins for Registered Participants

If a participant who is registered for the 3D Printing Workshop cannot attend, the Customer can nominate someone else from the same company to substitute for such participant; the substitute candidate has to be approved by WACKER. No additional costs will be incurred by such substitution.

6. Maximum Number of Participants, Cancellation by WACKER

- 6.1 The 3D Printing Workshop may be booked for a number of one participant to a maximum of four participants.
- 6.2 If a seminar has to be cancelled for organizational reasons or on other important unforeseeable grounds (e.g. a speaker falls ill or force majeure) on the part of WACKER, WACKER shall offer to postpone the 3D Printing Workshop to a later date. If the 3D Printing Workshop is cancelled because a trainer falls ill or on account of force majeure or any other unforeseeable events, there will however be no obligation to hold the 3D Printing Workshop. If the 3D Printing Workshop does not take place and the participation fees have already been paid, they will be refunded or, if the Customer so wishes, credited towards the next 3D Printing Workshop. The Customer is not entitled to have his travel and overnight expenses refunded or to seek recompense for lost work.

7. Scope of 3D Printing Workshop

- 7.1 Customer and WACKER jointly determine and agree upon the individual procedure of the 3D Printing Workshop, in particular with regard to the arrangement of the seminar part and the use of the ACEO® Open Print Lab to print Test Products.
- 7.2 If applicable and jointly determined, the Customer may bring along computer-aided design files ("**CAD-File**") containing the information on Test Products to be printed during the 3D Printing Workshop.

8. CAD-Files, Conditions of Use of ACEO® Open Print Lab

- 8.1 If the Customer brings along a CAD-File for the printing of Test Products, WACKER shall upload the CAD-Files to its system for the purposes of the test 3D printing in the ACEO® Open Print Lab. If the CAD-File is provided by the Customer in a data format that does not match the format required for printing, WACKER is entitled to convert such CAD-File in a data format specified by WACKER.
- 8.2 The 3D printing of the Test Products is conducted in the ACEO® Open Print Lab supervised by WACKER staff in the framework of the 3D Printing Workshop as a service. The

printing of the ACEO® Open Print Lab will be pre-set by WACKER staff in accordance with the Test Products to be printed. The Customer is under no circumstances entitled to change or in any way alter the installations or pre-settings of the printing machines. The Customer is under no circumstances entitled to use the ACEO® Open Print Lab or any WACKER printing machines without supervision of the WACKER staff. The Customer has to comply at any time with the instructions of WACKER staff.

- 8.3 The Customer is aware and agrees that only Test Products will be printed in the ACEO® Open Print Lab and such printing shall only take place as a mere service during the 3D Printing Workshop. The Test Products printed shall have only test character and shall be no working product or suitable for series; no specifications as in terms of quality of the products shall be deemed agreed upon by the Customer and WACKER. WACKER does not undertake any kind of obligation or responsibility with regard to any intended, customary or specific use or purpose of the Test Products. Rather, the Customer shall be solely responsible for any use whatsoever of the Test Products.

9. Warranty Regarding Intellectual Property, Adherence to Regulations, Virus-free CAD-Files

- 9.1 As far as applicable, the Customer warrants and represents that he is legally entitled to provide the CAD-Files to WACKER. The Customer warrants and represents that the Customer has performed a full and comprehensive research with regard to a possible infringement of intellectual property rights of third parties and that all the contractual activities performed by WACKER under the Agreement, in particular but without limitation the use of the CAD-File, the converting of the format of the CAD-Files, the printing of Test Products and the handover of the Test Products to the Customer by WACKER, do not violate any intellectual property rights (for example copyrights, trademarks, patents, utility models, designs or rights to the personal image) of any third party. The Customer shall be liable towards WACKER under such warranty with respect to any claim resulting from or relating to the infringement of any intellectual property right of a third party. WACKER may, at its own discretion, have full and complete authority for the defence of such claim, including without limitation, the right to settle the same. The Customer is obliged, upon notification and request by WACKER, to assist WACKER regarding the defence against any such claims, in particular but without limitation provide to WACKER all information and documentation necessary for such defence.
- 9.2 The Customer shall adhere to all legal regulations and official requirements as well as to all applicable laws.
- 9.3 The Customer warrants and represents that provided CAD-Files are free of any viruses, malware, spyware or comparable software components.

10. Indemnification

In case of any culpable breach of the warranties and representations in Section 9.1 through 9.3 of these GTC, the Customer agrees to indemnify and hold WACKER harmless from and against all claims, liabilities, losses, damages and costs, including but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by WACKER due to such culpable breach of any warranty or representation.

11. COPYRIGHTS OF 3D PRINTING WORKSHOP MATERIAL

All participants of the 3D Printing Workshop have to comply with the following: Workshop-related folders and other documentation handed out by WACKER are subject to German copyright law and at no time and under no circumstances may they be duplicated either photo-mechanically or electronically; the aforementioned documents are intended solely for the workshop participants' personal use and must not be forwarded to third parties.

12. Data Protection and Confidentiality

- 12.1 Any collection of personal and non-personal data shall be in accordance with the WACKER data protection policy which can be found here: http://www.wacker.com/cms/de/global_contents/disclaimer.jsp.
- 12.2 The Customer agrees that all information received from WACKER shall be kept confidential. This applies in particular to any information regarding the ACEO® Technology unless specifics have been yet disclosed to the public by WACKER, and the individual printing process by WACKER.

13. Liability

- 13.1 WACKER shall be fully liable for claims raised by the Customer (i) based on damages that were caused intentionally, (ii) under the German Product Liability Act, (v) resulting from the damage to life, body or health or (vi) due to gross negligence on the part of WACKER's management or executive staff.
- 13.2 In the case of slight negligence, WACKER shall be liable only for damages resulting from the violation of material contractual duties the performance of which is required for the due execution of the contract and the observance of which the Customer relies on and may rely on (Kardinalspflichten), regularly. In this case, however, WACKER's liability shall be limited to the typically foreseeable damage. This limitation of liability shall also apply to damages caused by gross negligence by WACKER's employees or representatives who do not belong to the management or executive staff.

14. Final Provisions

- 14.1 All legal relationships between WACKER and the Customer shall be subject to German law under the exclusion of the UN Convention on Contracts for the International Sale of Goods (UN-CISG). This Agreement is concluded in the English language.
- 14.2 Exclusive jurisdiction and legal venue for all disputes resulting from or in connection with a delivery shall be Munich, Germany. However, WACKER shall be entitled to institute proceedings against the Customer at its place of business.
- 14.3 Should individual provisions of these GTC be or become null and void, the validity of the remaining provisions shall remain unaffected. In such event, WACKER and the Customer shall agree on a change of such provisions as to best accomplish the objectives of such invalid, illegal or unenforceable provision within the limits of applicable law.
- 14.4 Any 3D Printing Workshops performed by WACKER and related use of the ACEO® Open Print granted to the Customer is conducted exclusively on the basis of the most recent version of the GTC set out above. These GTC can be viewed online at any time at www.aceo3d.com/open-print-lab in a reproducible form that can be saved and printed out by the Customer.

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