

## GE ADDITIVE TERMS OF SALE - SPARES & CONSUMABLES

These terms govern the sale of spare parts and consumables (each a "Product") set out in any purchase order issued by the entity issuing the purchaser order (the "Customer") which has been accepted by General Electric Company acting by its GE Additive business unit or one of its affiliates (the "Relevant GE Entity").

These terms apply to the exclusion of all other terms (including, without limitation, any terms incorporated or referenced to in the Customer's purchase order).

**1. Sale, Delivery and Acceptance.** The Relevant GE Entity will sell, and Customer will purchase the Products pursuant to these terms (the "Agreement").

The Relevant GE Entity will deliver each Product on the date notified to Customer in writing unless a Force Majeure Event means that the Relevant GE Entity needs to modify the above delivery dates, in which case the Relevant GE Entity will notify Customer of the revised delivery date(s) as soon as reasonably practicable. The Relevant GE Entity will incur no liability for delay due to such circumstances.

Products will be subject to inspection by Customer for defects in quantity and non-conformity to the relevant purchase order and Customer will notify the Relevant GE Entity in writing of any defects or discrepancies within 30 calendar days of arrival at the Customer's facility. After such time, if no written notification has been received by the Relevant GE Entity, the Product will be deemed to have been accepted by Customer.

**2. Payment Terms.** Customer agrees to pay the applicable price quoted in writing by the Relevant GE Entity in respect of each Product within 30 days after delivery. If payment is late the Relevant GE Entity reserves the right to:

- A. withhold delivery of any product, service, or deliverable pending payment of any overdue amounts from Customer; and
- B. vary future payment terms or require payment security where payments have been late or the Relevant GE Entity reasonably determines that future payments may not be made when due.

**3. Warranties.** The Relevant GE Entity warrants that each Product will be delivered free from defects in material, workmanship and title. The above warranty will expire 12 months from the date of delivery. The following conditions must be true for the warranties to apply:

- (a) the Product has not been subject to any alteration, repair or modification without written authorization of the Relevant GE Entity;
- (b) the Product has not been operated in a manner which is inconsistent with the Relevant GE Entity manuals or any other operational or maintenance instructions; and
- (c) Customer has notified the Relevant GE Entity in writing of the defect within 30 calendar days of its discovery.

In the event of a valid warranty claim, the Relevant GE Entity will at its option (following consultation with Customer) repair or replace the defective or nonconforming product. The warranty period for the repaired or replaced Product will be the remaining balance of the warranty period for the original product.

**The provisions in this Article 3 provide the exclusive remedies for all claims based on breach of warranty, failure of, defect in, or nonconformity of Products. The Relevant GE Entity makes no other warranty express or implied, or any representations to Customer or any third party regarding the**

**usability, condition, operation or fitness thereof and specifically makes no warranty of merchantability or of fitness for a particular purpose.**

#### **4. Patent Indemnity.**

- A. The Relevant GE Entity will handle, at its expense, all claims brought against Customer that, the Products infringe a United States patent. Customer will promptly notify the Relevant GE Entity in writing of such claims and give the Relevant GE Entity authority, information and assistance for the defense of such claims.
- B. Should a court restrict Customer's use of the Product, the Relevant GE Entity will, at its option, (1) procure for Customer the right to continue using such Product; (2) replace the Product with a similar non-infringing product; (3) modify the Product so it becomes a non-infringing product; or (4) refund to Customer the purchase price paid for the Product, in which case this Agreement shall be deemed to have not been entered into in respect of such Product.
- C. The remedies described in Paragraphs A. and B. above do not apply to any product (1) not purchased by Customer from the Relevant GE Entity; (2) that was modified, combined with other items not provided by the Relevant GE Entity, or was not used for its intended purpose; or (3) that was manufactured by the Relevant GE Entity to Customer's unique specifications or directions. With respect to a component of the Product not manufactured by the Relevant GE Entity, the patent indemnity given by the manufacturer thereof, if any, shall apply.
- D. The obligations in this Article constitute the sole and exclusive liability of the Relevant GE Entity for actual or alleged patent infringement.

#### **5. Confidentiality.**

- A. **Definition.** "Confidential Information" means information shared between the Parties under this Agreement and which is marked as confidential and all manuals, parameters, process, material and technical information and know-how provided with, displayed on or contained within the Products. In addition, Customer acknowledges and agrees that any hardware and deliverables delivered under this Agreement contains Confidential Information.
- B. **Nondisclosure.** Each Party agrees to use at least reasonable care to protect the Confidential Information received from the disclosing Party, and to not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party. Further, the Parties agree to use such Confidential Information only for the purposes of this Agreement and, in the case of Customer only, the operation of the Product. A Party may disclose Confidential Information to employees and consultants on a need-to-know basis for use in accordance with this Agreement, provided such persons are under obligations of confidentiality and non-use at least as restrictive as this Agreement. The foregoing obligations shall not apply to Confidential Information that (a) is known or available to the receiving Party before receipt from the disclosing Party, (b) becomes known or available to the receiving Party from sources other than the disclosing Party, which sources did not acquire or disclose such Confidential Information by a wrongful act, (c) is or becomes part of the general public knowledge without breach of obligations under this Agreement, (d) is, as demonstrated by written evidence, independently developed by employees or agents of the receiving Party who do not have access to the Confidential Information of the disclosing Party; or (e) is disclosed pursuant to judicial or regulatory action, provided Customer provides the Relevant GE Entity with prompt notice thereof and a reasonable opportunity to take protective measures.

- C. **Confidentiality of this Agreement.** The Parties agree not to disclose the existence of this Agreement or any terms or conditions of this Agreement to any third party without the prior written consent of the other Party, except as required by applicable law.
- D. **Public Release.** Unless otherwise authorized in writing, neither Party gives the other Party consent to reference the existence or extent of a relationship with the other Party.
- E. **No Reverse Engineering.** Customer shall not analyze or cause to be analyzed the products for reverse engineering or to determine their physical or chemical properties (other than for the purpose of confirmation that powder provided conforms to the agreed written powder technical specification).
6. **Customer Produced Items.** Customer will be solely responsible for the use made of Product purchased from the Relevant GE Entity and the design, manufacturing, and quality of any item that Customer produces with that Product.
7. **Limitation of Liability.** Neither Party will be liable for loss of profit or revenues, loss of use of equipment, interruption of business, unauthorized network access by a third party, recovery of lost or damaged data, downtime costs, or any other special, indirect, consequential or punitive damages, irrespective of whether such damages are foreseeable. The Relevant GE Entity's maximum liability will not exceed the price paid for the Product at issue.
8. **Compliance with Laws.** Each of the Parties will comply with all of their respective legal obligations.
9. **Taxes.** All prices are exclusive of tax. The Relevant GE Entity will be responsible for and shall pay any and all corporate income taxes imposed on GE by the country of incorporation of the GE in connection with the execution or performance of the Agreement ("the Relevant GE Entity Taxes"). Customer will be responsible and shall pay all other taxes (including, without limitation, Value Added Taxes or sales taxes), duties or fees imposed by any governmental authority of any country in connection with the execution or performance of the Agreement ("Customer Taxes"). All payments by Customer will be free of all withholding taxes unless required by law, and if any withholding is required, Customer will (i) timely remit such withholding taxes to the appropriate tax authority, (ii) pay an additional amount so that the net amount received by the Relevant GE Entity will equal the amount that Relevant GE Entity would have received if the withholding had not been required and (iii) provide to the Relevant GE Entity, within 30 days from payment to the tax authority, the official receipt tax evidencing that the withholding taxes have been paid. Notwithstanding the preceding sentence to the contrary, Customer will not withhold taxes (or will withhold taxes at a reduced rate) with respect to any amount payable to the Relevant GE Entity, if the Relevant GE Entity timely provides Customer with valid documentation claiming the benefits of an applicable income tax treaty. For sales of taxable items or services, the Relevant GE Entity shall have the right to charge and collect separately stated sales tax on its invoices unless Customer timely provides a complete and valid sales tax exemption certificate, direct pay permit or other evidence of exemption.
10. **Disputes.** Except as specified within the final sentence, the Parties agree to resolve any dispute exclusively through arbitral proceedings that the American Arbitration Association (AAA) administers in accordance with its rules. This arbitration will be held in New York and any proceedings will be conducted in the English language. Either Party may initiate litigation before a court of competent jurisdiction (i) to seek any equitable, interim, or provisional relief to avoid irreparable harm or injury pending arbitration or (ii) to seek relief regarding a Party's confidential or proprietary or intellectual property rights.
11. **Governing Law.** The rights and obligations of the Parties under this Framework Agreement will be

governed in all respects by the substantive laws of the State of New York, USA, without regard to any of its conflict or choice of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods is excluded from this Framework Agreement.

- 12. Force Majeure.** In the event of circumstances beyond a Party's reasonable control (each a "Force Majeure Event"), any time periods for performance shall be extended to the extent reasonably required. Each Party shall use reasonable endeavors to mitigate the effects of the Force Majeure Event (but shall not be required to take any action or incur any additional costs which are commercially unreasonable and, in such cases, the time period for performance shall be extended).

The coronavirus (or COVID-19) is expressly agreed to be a Force Majeure Event (notwithstanding that it was declared by the World Health Organization to be a pandemic prior to the date of this Agreement).

- 13. Miscellaneous.** Hardware changes may be required from time to time to comply with applicable regulations. Customer shall be solely liable to implement any such changes issued by Seller. Any assignment of this Agreement or any rights or obligations under it by either Party other than to an affiliate without the prior written consent of the other Party is void, provided that, without the consent of Customer the Relevant GE Entity may assign any or all of its rights or obligations under this Agreement to any of its affiliates. In the event of an assignment to an affiliate, the assigning Party shall procure that its affiliate shall comply with the terms of this Agreement. This Agreement, together with any purchase orders and schedules, constitutes the entire agreement of the Parties and supersedes all prior agreements, understandings and communications of the Parties with respect to the subject matter of this Framework Agreement. This Agreement and each transaction entered into pursuant to it shall be exclusively governed by these terms. This Agreement cannot be amended unless both Parties agree in writing (and in no case will terms on any purchase order issued pursuant to this Agreement do so). Failure to exercise any right under this Agreement will not constitute a waiver of such right. If any part of this Agreement is invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect. Except as expressly set forth in this Agreement, this Agreement is solely for the benefit of the Parties and not for any third party. This Agreement may be executed by electronic means and a signed copy delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same effect as an original. The following shall survive termination of this Agreement:

- (i) Article 5 (Confidentiality);
- (ii) Article 7 (Limitation of Liability);
- (iii) Article 8 (Compliance with Laws);
- (iv) Article 9 (Taxes);
- (v) Article 10 (Disputes);
- (vi) Article 11 (Governing Law); and
- (vii) Article 13 (Miscellaneous).