

**Scope** These terms and conditions regulate the relationship between Materialise and the Buyer for the delivery by Materialise of the scripting services (hereafter '**Scripting**') or the consulting services (hereafter '**Consulting**') described in the quotation. All contracts are made subject to these terms and conditions which shall prevail and be effective notwithstanding any variations or additions contained in any order or other document submitted by the Buyer. No modification of these terms shall be binding upon Materialise or any of its subsidiaries or affiliated companies (hereafter '**Materialise**') unless made in writing by an authorized representative of Materialise. In case of conflict between these general conditions and a specific agreement, the latter will prevail.

**Quotation and Order** Subject to any written confirmation of the contrary, every quotation issued by Materialise is without any obligation until consented in writing. Orders can be placed in writing, by e-mail, by fax or via the Internet but will only be binding in as far as they have been confirmed (with the quotation form of Materialise or otherwise). Order confirmation by Materialise implies the commencement of the agreement. No modification to the quotation or the terms of manufacture stipulated can be made unless agreed by both parties in writing. Verbal undertakings by and agreements made with staff of Materialise and/or its representatives are not binding upon Materialise until and in so far as they have been confirmed in writing.

**Price** All prices are exclusive of any and all applicable taxes.

#### Scripting

Incoterm All deliveries are ex works Materialise's premises.  
Time of delivery. The estimated delivery time is set by Materialise in good faith, based on (i) the working conditions and available employees at the time the order is confirmed and (ii) the prompt receipt by Materialise of all information necessary or useful to permit Materialise to proceed or continue with delivering the result of the Scripting (hereafter '**Script**'). In case Materialise knows that the delivery date cannot be met, it shall notify the Buyer hereof, stating best estimate of when the delivery can be made. If a delay occurs due to any action or omission by the Buyer, the delivery date will be moved forward as considered reasonable in view of all circumstances at hand, without prejudice to the right for Materialise to seek compensation for damage suffered as a result of such delay. Any modifications to accepted specifications will be chargeable and will delay the original delivery date. Except if this would be gross negligence, a late delivery does not justify the dissolution of the agreement.

Acceptance. The Buyer will perform a thorough verification upon receipt of the Script, to verify whether the Script conform to the specifications. The Buyer must immediately inform Materialise in case the verification results in findings of non-conformity, in which case the Buyer must motivate in detail such claim of non-conformity. Failure of written notification of non-conformity within 3 business days after delivery, or the effective usage by the Buyer of the Script implies an automatic acceptance of the Script. Any validation shall be the responsibility of the Buyer.

**Warranties – Limitation of liability** Materialise warrants that (i) the Scripting or Consulting shall be performed in a competent, professional, workmanlike manner, in accordance with current industry standards, (ii) Materialise's personnel performing the Scripting or Consulting hereunder shall be qualified to perform the tasks and functions which

they are assigned, and (iii) the Script shall meet the Buyer's specifications that have been provided at the time of the order. No warranty is offered to a Script that has been subject to alternation by the Buyer.

Unless explicitly otherwise agreed in writing, the fees paid by Buyer to Materialise shall not entitle the Buyer to any rights (including in particular license and/or owner rights) to Materialise intellectual property, know-how, trade secrets or confidential information. All intellectual property and intellectual property rights, including copyrights, trademarks, patents and trade secrets applied by Materialise in the course of rendering the Scripting or Consulting are, shall be and shall remain the sole and exclusive property of Materialise.

**THE SCRIPT IS ONLY TO BE USED WITH THE RESEARCH EDITION OF THE MIMICS INNOVATION SUITE SOFTWARE, AND MORE SPECIFICALLY WITH THE VERSION FOR WHICH THE SCRIPTING HAS BEEN ORDERED. ANY OTHER USE IS STRICTLY FORBIDDEN.**

**LIABILITY OF ANY PARTY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL AMOUNTS PAID IN THE LAST TWELVE (12) MONTHS BY BUYER TO MATERIALISE. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND EVEN IF THE LIMITED REMEDIES STATED HEREIN FAIL IN THEIR ESSENTIAL PURPOSE.**

**MATERIALISE IS NOT LIABLE IN CASE OF FORCE MAJEURE. FORCE MAJEURE IMPLIES ANY CIRCUMSTANCE BEYOND THE CONTROL OF MATERIALISE – EVEN IF THIS CIRCUMSTANCE WAS FORESEEABLE AT THE TIME THE AGREEMENT WAS CONCLUDED – WHICH PERMANENTLY OR TEMPORARILY PREVENTS FULFILLMENT OF THE AGREEMENT.**

**EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SCRIPT IS PROVIDED TO BUYER "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.**

**MATERIALISE SCRIPT, SCRIPTING OR CONSULTING FURNISHED UNDER THIS CONTRACT ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AGAINST INFRINGEMENT, AND MATERIALISE SHALL NOT INDEMNIFY CUSTOMER AGAINST INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS.**

**Conditions of Payment** Except in the case where a special scheme of payment has been expressly agreed, all invoices are due 30 days after the date of invoice. Any possible protest must be communicated within 10 days after the day of invoice. Late payment will cause, ipso jure and





without notice, a late payment charge of 1,5 % for each elapsed and/or started month. In addition, overdue amounts will be increased with 15% and, because of the higher costs of recuperation, with 20% for any sale abroad, with an absolute minimum lump sum of (the equivalent of) 50 EUR as a forfeit for indemnity. Offsetting against any kind of non-approved counter-claims as well as execution of right of retention of goods shall be excluded unless established in court, undisputed or recognized by Materialise. Materialise remains the sole owner of the products until their entire payment, taxes included. Separate parts of an order can be invoiced separately. Materialise reserves the right to refrain from execution of further parts of an order, or of a following order, or to terminate a delivery, as long as the outstanding issued invoices remain unpaid.

**Governing Law and Jurisdiction** This Agreement shall be governed by the laws of the registered office of Materialise. Any dispute shall be submitted to the exclusive jurisdiction of the courts of the registered office of Materialise.