



GENERAL SALES CONDITIONS

Scope These terms and conditions regulate the relationship between Materialise and the Buyer for the delivery by Materialise of the products and/or services described in the order (hereafter 'Deliverables'). 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.

Delivery

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 Deliverables. 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. Except if this would be gross negligence, a late delivery does not justify the dissolution of the agreement.

Acceptance of Deliverables that are not software products. The Buyer will perform a thorough verification upon receipt of the Deliverables, to verify whether the Deliverables conform to the requirements. 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 Deliverable implies an automatic acceptance of the Deliverable.

Acceptance of Deliverables that are software products. The delivery is a fact from the moment that Materialise notifies the Buyer that the Software is placed to the Buyer's disposal on the Materialise Download Web Page, to be installed on a computer or server at the Buyer's office.

The use of the delivered software, even partial, will be considered by law to be equal to the acceptance of the complete delivery.

Maintenance Maintenance includes support, bugfixes and upgrades of the purchased modules. Depending on the software, it may also include an emergency password replacement service. Maintenance allows the transfer of the software without a transfer fee being due.

Maintenance conditions for annual licenses Maintenance as outlined below is included in the license fee for the annual license and therefore, a separate maintenance contract is not available to Buyers holding an annual license.

Maintenance conditions for perpetual licenses In case of a perpetual license, the term of a maintenance contract shall commence on the purchase date of the actual license and will be automatically renewed every year, unless terminated in writing by either party at least two (2) months before the expiration date of the running maintenance contract. An invoice covering the maintenance charge will be sent to the Buyer one (1) month before the expiration date of the running maintenance contract. A new maintenance period is valid for one year and starts at the end date of the previous maintenance contract. Gaps between maintenance periods must be filled up in order to take a new maintenance contract.

Maintenance charge The charge for the maintenance services is a percentage of the license fee for the software, and is thus subject to change. Modifications to the maintenance charge shall be applied only for not yet started contract periods. The maintenance charge covers the full one-year period and is payable and is subject to the payment conditions mentioned below.

Warranties – Limitation of liability For software, warranties and limitation of liability is stipulated in Materialise's End-User License Agreement, to which Buyer agrees at the latest upon installation of the Software. For non-software products, Materialise warrants that (i) the services and the manufacturing shall be performed in a competent, professional, workmanlike manner, in accordance with current



industry standards , and (ii) Materialise's personnel performing the services and the manufacturing hereunder shall be qualified to perform the tasks and functions which they are assigned. All other warranties, expressed or implied are hereby disclaimed, including the implied warranties of merchantability or fitness for a particular purpose. The Buyer expressly acknowledges that Materialise is not in a position to act as a medical professional. The result of the services must not be used in any way for the diagnosis or treatment of disease. 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.

Rights of 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 and manufacturing processes applied by Materialise in the course of rendering the services are, shall be and shall remain the sole and exclusive property of Materialise.

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.