

Intermountain 3D Inc.

STANDARD TERMS AND CONDITIONS *(Effective January 1, 2015)*

These Standard Terms and Conditions apply to any proposal and agreement and/or purchase order relating to equipment ("Equipment") or materials ("Materials") sold by Intermountain 3D Inc. ("Intermountain 3D") to a customer ("Customer"). These terms and conditions, together with the related proposal and agreement and/or purchase order shall constitute the entire agreement ("Agreement") between the parties.

- 1. GENERAL PROVISIONS** – The Agreement governs the sale by Intermountain 3D, an authorized 3D Systems reseller, of 3D Systems Equipment, Materials and proprietary computer programs and related information (collectively, Software) included with the Equipment at the time of sale and listed on the face of the Agreement to Customer. Customer has selected the Equipment, Materials and Software based only on its specifications. After Customer signs the Agreement (or any Amendment thereto), the Agreement will become binding between the parties when and if executed by an officer or other authorized designee of Intermountain 3D.
- 2. RELATIONSHIP; NO WARRANTIES** – Intermountain 3D is an independent authorized 3D Systems reseller. Nothing in the Agreement shall be construed to be inconsistent with this status. NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE BY INTERMOUNTAIN 3D AS TO EQUIPMENT, MATERIAL AND/OR SOFTWARE. Installation and service of the Equipment, Materials and/or Software are provided by 3D Systems subject to the terms of the attached 3D Systems Standard Terms and Conditions document, dated effective August 3, 2009, as amended. (3D Terms). Customer acknowledges and agrees that any warranties, express or implied, regarding Equipment, Materials and/or Software are extended by and from 3D Systems as specified in the 3D Terms.
- 3. LIMITATION OF LIABILITY** – Intermountain 3D will not be responsible to Customer or others for consequential, exemplary or incidental damages (such as loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of Intermountain 3D under the Agreement or arising out of the purchase, lease, license and/or use of the Equipment, Materials and/or Software by Customer or others exceed the purchase price of the Equipment, Materials and/or Software. Limitations of liability regarding the Software are specified in the click-through license contained in the Software.
- 4. DELIVERY, TITLE, AND RISK OF LOSS** – Delivery occurs F.O.B. Origin, directly from the manufacturer on the actual shipping date. Title and the risk of loss transfers to Customer upon the actual shipping date. If conditions arise which prevent compliance with delivery schedules, Intermountain 3D will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, Intermountain 3D will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation.

Delivery shall be made in accordance with Intermountain 3D's shipping policy in effect on the date of shipment. Freight, insurance, duties and tariffs will be prepaid and invoiced unless otherwise specified. Customer shall be responsible for all freight and handling costs and for filing any claims with the carrier. Customer shall pay for any special routing, packing, handling or insurance requested by Customer and agreed to by Intermountain 3D. Intermountain 3D will not be subject to requirements of non-compliance programs of Customer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

- 5. PAYMENT** – Unless otherwise stated in the Agreement, payment terms shall be: twenty percent (20%) NON-REFUNDABLE deposit with purchase order, seventy percent (70%) upon notification that Equipment is ready to ship (and prior to shipment), and ten percent (10%) within thirty (30) days after shipment. The

Customer shall provide Intermountain 3D with a copy of tax exemption certificate, direct pay certificate or resale certificate for the "Ship to" location if exemption from sales or use taxes is claimed. On overdue accounts, Customer shall pay interest at the rate of 1-1/2% per month (or the highest legal interest rate, if lower). Intermountain 3D will be entitled to reasonable attorney fees, court costs, whether at trial or on appeal, and other costs of collection incurred by reason of enforcing this provision.

6. **FORCE MAJEURE** – Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.
7. **SEVERABILITY** – If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.
8. **DISPUTE RESOLUTION** – Customer and Intermountain 3D shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to the Intermountain 3D corporate headquarters.
9. **OTHER PROVISIONS**
 - A. The Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without regard to conflicts of laws or principles. Customer agrees, in the event any suit is brought in connection with the Agreement involving Intermountain 3D, to submit to the jurisdiction of the State of Idaho and agree to the courts of Ada County, State of Idaho, as the appropriate venue.
 - B. Both Intermountain 3D and Customer will comply with all laws applicable to the Agreement.
 - C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Intermountain 3D will be sent to the address provided in the Agreement.
 - D. Changes to the Agreement must be in writing and must be signed by Customer and Intermountain 3D.
10. **AGREEMENT AND ACKNOWLEDGEMENT** – Customer acknowledges that it has read all relevant documents comprising the Agreement, understands and agrees to be bound by the terms and conditions of the Agreement. Further, Customer acknowledges that it has read the 3D Terms, (3D Systems Standard Terms and Conditions, dated effective August 3, 2009, as amended), and agrees to be bound by all relevant sections.

Customer

By: _____

Title: _____ Date: _____