



Doc Number: GD-00184

Doc Title: Purchase Order Terms and Conditions

Revision: E

Applicable Site(s): Global

Applicable Technology(s): All

Doc Owner: Legal

APPROVAL GUIDANCE

The table below outlines the minimum required functions needed to make a revision change, for actual sign offs and full list of revision specific approvals refer to Agile PLM system

Head of Global Sourcing

VP, Quality & Regulatory Affairs

Chief Legal Officer

REVISION CONTROL

The table below will only outline the latest revisions, for previous revision history refer to Agile PLM system

Revision	Reason/Summary
E	Addition of ESG clause (under section 22).

PURPOSE

To establish a framework, common format, roles and responsibilities, and process for adoption, review, revision, and dissemination of the T&Cs.

SCOPE

Stratasys has established terms and conditions applicable for engagements handled by Sourcing ("Stratasys Purchasing Terms and Conditions for Goods and Services", herein the "T&Cs"). The T&Cs include Legal, Commercial, Quality, and other aspects, and are available on Stratasys' website (<https://www.stratasys.com/legal/purchase-order-terms-and-conditions>).

REFERENCE DOCUMENT(S)

- D000590, Quality Assurance of Electronic Boards

ACRONYMS / DEFINITIONS

- **"T&Cs"** means the "Stratasys Purchasing Terms and Conditions for Goods and Services".
- **"Responsible Parties"** means Quality, Legal, and Purchasing.

RESPONSIBILITY

- Legal is responsible for maintaining this procedure.

METHOD

1. Identification of T&Cs versions.

- a. Each T&Cs version shall be labeled with a unique version number, representing sequential alphanumeric letter.
- b. The current version of the T&Cs is attached as Appendix A, and shall be hereinafter identified as version A.

2. Unified reference to the T&Cs.

Each Purchase Order issued by Stratasys Ltd. and/or any of its affiliated companies shall refer to the T&Cs as follows:

"All purchases shall be governed solely by the then applicable Stratasys Purchasing Terms and Conditions as set forth at <http://www.stratasys.com/legal/purchasing-terms-and-conditions>."

3. Revisions and Amendments.

Each Responsible Party may request applying a revision to this Policy or to the T&Cs, by submitting a request and/or proposed changes to the other Responsible Parties' review and approval. Once approved by all Responsible Parties, Global QMS shall record the new and approved T&Cs in the Agile system and inform the Responsible Parties that the requested change has been approved.

4. Implementing new approved T&Cs

The new and approved T&Cs shall be updated by Legal at the [stratasys.com](https://www.stratasys.com) website, under the Legal category (<https://www.stratasys.com/legal/purchase-order-terms-and-conditions>).

APPENDICES

Appendix A - Stratasys Purchasing Terms and Conditions for Goods and Services

1. GENERAL; ACCEPTANCE.

- The party from whom Stratasys is obtaining goods or services ("**Supplier**" or "**Seller**") agrees to perform the requested services ("**Services**") and/or provide the requested goods ("**Goods**") described in a purchase order/request for quote ("**Order**") in accordance with these terms and conditions ("**Terms**"). Upon acceptance of this Order, shipment of Goods or commencement of Services, Seller shall be bound by the provisions of this Order, including all provisions set forth on the face of this Order.
- All purchases made by Stratasys ("**Buyer**" or "**Stratasys**") will be made pursuant to the Order and to these Terms. All ORDERS will be governed exclusively by these Terms. Any additional or inconsistent terms or conditions contained in any preprinted or other terms and conditions of the Supplier (including, without limitations, in Purchase Order acknowledgment, invoice or other communication of Seller) shall be deemed as void with respect to such

Order, even if acknowledged in writing by Stratasys, and shall not in any way supersede or change the Terms and/or of the relevant Order, unless specifically stipulated by Stratasys in writing that such is notwithstanding the Terms hereunder. In the event of any inconsistency among provisions contained in any Order and any other documents or agreements referenced herein or separately agreed between the parties, the inconsistency will be resolved by giving precedence in the following order:

- Separate, written contract
- The Order on which these Terms are referenced or to which these Terms are attached
- These Terms
- Drawings
- Specifications; and
- Any other documents incorporated by reference.

2. DELIVERY; PACKING AND SHIPMENT.

Delivery of Goods shall be as stated in the Order unless otherwise expressly agreed upon and shall be made via the carrier and to the Stratasys facility specified on the face of such Order, without charge for boxing, crating, carting or storage unless otherwise specified therein. Seller shall affect delivery by the most expeditious form of land transportation. If no method of shipment is specified in the Order, Seller shall use the least expensive carrier. Stratasys keeps its rights to reschedule deliveries according to its needs. TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller will immediately notify Stratasys if it suspects or becomes aware of an inability to timely deliver ordered Goods or Services. Upon such notice, Stratasys may, at its option,

- Decline to accept the Goods or Services and terminate the Order
- Require delivery by the fastest method to meet the delivery dates at the sole expense of Seller.

Seller shall package all Goods in suitable containers to permit safe transportation and handling, insure against damage from weather or transportation and secure the lowest transportation costs. Such containers must be appropriately labeled, contain packing sheets listing each item and its associated Order line item number. Seller must comply with Stratasys packaging instructions or special packaging specifications in the B.O.M of the Goods, Stratasys' Order number must appear on all containers, packing sheets, delivery tickets and bills of lading. All excess quantities will be returned to Seller.

3. RISK OF LOSS; DESTRUCTION OF GOODS.

Seller assumes all risk of loss with respect to Goods covered by this Order until receipt of Goods by Stratasys at the designated destination. If Goods covered by this Order are destroyed prior to Stratasys' receipt thereof, Stratasys may cancel this Order, with no further liability to Stratasys.

4. INSPECTION.

Stratasys may at reasonable times inspect the Goods and Services deliverables covered by this Order at Seller's (or Seller's subcontractor's) facilities. Stratasys' inspection of Goods before or after delivery shall not constitute acceptance. No inspection or test made prior to final acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of Stratasys' Order. Stratasys may reject or revoke acceptance of any Goods which are defective in material or workmanship or which do not conform to Stratasys' specifications or to Supplier's Warranty as provided below ("**Nonconforming Goods**"). Stratasys may elect to:

- Return Nonconforming Goods for the full invoice price plus applicable transportation charges;
- Retain Nonconforming Goods for repair by Seller or, at Stratasys' election, for repair by Stratasys with such assistance from Seller as Stratasys may reasonably require, at Supplier's cost and expense; or
- Return Nonconforming Goods to Seller for repair or replacement within such time as Stratasys may reasonably require, all at Supplier's cost and expense. All costs and expenses, loss of value and any other damages incurred by Stratasys in connection with the repair or replacement of Nonconforming Goods or Services may also be recovered from Seller by an equitable price reduction or credit against any amounts otherwise owed by Stratasys to Seller.

5. QUALITY REQUIREMENTS:

Seller shall provide to Stratasys the following documentation with Goods supplied to Stratasys:

- **Apply to all Goods:**

- Documentation must state that the item complies with the most updated regulatory requirements of the European Union, e.g. WEEE, REACH and RoHS declarations.
- Upon Stratasys request, A Certificate of Compliance ("COC") is to be provided. A "COC" shall identify the shipment on a one-to-one basis and be signed by an authorized representative, including his title, name, and date. Also, COC for raw materials, certificates for finishing and thermal treatments, or any other relevant documentation pertaining to the product must be provided.
- The products supplied must be packaged by the Supplier in an appropriate packaging to ensure safe delivery of the product to Stratasys's warehouse. When Stratasys provides packaging instructions or special packaging specifications in the B.O.M of the part, comply with these instructions, otherwise the packaging need to be approved by Stratasys.
- Stratasys may, from time and based on its sole discretion, monitor Suppliers and assess performance as deemed necessary per Supplier Tier classification. When applicable, Stratasys will notify the Supplier of the process and the metrics that will be used prior to implementing the evaluation process.

- **Apply to chemical raw materials:**

- Documentation must state that the item complies with the most updated regulatory requirements of the European Union, e.g. REACH, RoHS and the United States Environmental Protection Agency: TSCA.
- A Certificate of Analysis ("COA") or a Certificate of Test ("COT") must be provided for each supplied material. The certificate must identify the material with reference to shipment no., batch/series or any other identifying information, and has to specify the applicable specification, edition number, and purchase order.
- Product Safety. Detailed Material Safety Data Sheets containing all the necessary information, ("MSDS") must be provided for each supplied material. The data sheet must specify the necessary safety precautions that must be followed when handling the supplied material.

- **Apply to manufactured parts/items/Assemblies in accordance to Stratasys's specifications:**

- Requirements for inspection related to first time build shall be documented on the purchase order or by specific instructions from Stratasys.
- Electronic assemblies will be assembled and tested as documented on the Stratasys drawing or according to Stratasys Quality Assurance procedure for electronic boards D000590.
- Requirements for date code and/or serialization of circuit card assemblies shall be carried out per the Stratasys drawing or according to Stratasys Quality Assurance procedure for electronic boards D000590.
- A dimension inspection report must be provided for final inspection per ANSI Z1.4 level 2 AQL=1% or as agreed with Stratasys of each batch of parts supplied and must have been approved by the Supplier's Quality Assurance.
- Critical dimensions must be checked and documented for 100%. The report must include Purchase Order number, part number and description, serial number, part revision, size of batch and sample.
- For each tested assembly the Supplier must provide reports approving the testing data. The Acceptance Tests Report must be identified by the serial no. of the assembly and must have been approved by the Supplier's Quality Assurance. Assemblies will be tested by a 100% level, according to particular Stratasys testing instructions. The final Acceptance tests report findings must be attached to a supplied assembly. In event that Stratasys has no testing instructions for the assembly, the assembly will be tested according to the Supplier's instructions.
- Coating and painting are to be performed only by sub-contractors approved by Stratasys

- **Corrective and preventive actions:**

When requested, the Supplier will submit a corrective action plan that provides the details of how a nonconformity will be resolved. Stratasys expects a Supplier to investigate the root cause(s) and respond to the Stratasys Quality department with a corrective action plan within 10 business days or as specified by the Quality department. The details of the investigation, corrective action plan, verification of the effectiveness of the corrective action and preventive actions shall be documented.

6. WARRANTY.

Seller expressly warrants that:

- Seller will convey clear title to all Goods to Stratasys; free of any liens, claims or other encumbrances;
- Goods and Services furnished will conform to all applicable specifications, drawings, samples, or other descriptions furnished, specified or adopted by Stratasys and to all other requirements of the Order;
- goods will be merchantable, produced using reliable material and workmanship and will be free from defect for at least one (1) year from delivery to Stratasys, or such longer limited warranty period as Stratasys may specify in the Order;
- all Goods have been selected, designed manufactured or assembled by Seller based upon Stratasys' intended use and will be fit and sufficient for such purposes.
- goods supplied will be compliant with the relevant European Directives, such as RoHS (2002/95/EC) and WEEE (2002/96/EC).

Such warranties, together with Seller's service performance warranties above and other guarantees, if any, will survive inspection, test, acceptance of, and payment for the Goods and Services and will run to Stratasys, its affiliates, successors, assigns, customers at any tier, and all end users. Seller further warrants that all Goods and Services provided to Stratasys will be free from any third party claims or liability for alleged misuse, misappropriation or infringement of any patent, trademark, copyright or other right.

Supplier further warrant and undertakes that it shall immediately notify Stratasys in writing when it becomes aware of any ingredient, component, design or defect in the Goods that is or may become harmful to personal or property or fails to meet the agreed specifications or other requirements of these Terms.

7. INVOICING.

- Seller's invoices for Goods or Services covered by this Order shall be mailed to Stratasys (Attention: Accounts Payable Department) promptly upon shipment. Line item detail, descriptions of Goods or Services and reference numbers on Seller's invoices must correspond to their counterparts on the face side of this Order. Stratasys' standard payment terms are Net seventy-five (75) days from date of invoice unless otherwise specifically stated in the Order or otherwise agreed by the parties in writing.
- Stratasys shall pay Seller
 - the amount agreed upon and specified in Order or
 - Seller's quoted price on date of shipment (for Goods) or date of commencement of performance (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, value added taxes, duties, customs, tariffs, imposts and government-imposed surcharges must be stated separately on Seller's invoices.
- Stratasys shall have the right at all times to set off any amount owing from Seller to Stratasys or any of its affiliated companies against any amount payable at any time by Stratasys.

8. PAYMENT.

Prices for Goods and Services are as stated in the respective Order. No charges or price increases of any kind shall be allowed unless specifically agreed to by Stratasys in writing. Seller shall bear all of Seller's own expenses incurred in providing Goods and/or Services.

9. CHANGE ORDERS.

Stratasys may at any time by change order modify this Order in any of the following respects: drawings, designs, specifications, shipping, packing, place of inspections, place of delivery, place of acceptance, adjustments in quantities, adjustments in delivery schedules or the amount of Stratasys-furnished material. Seller shall promptly notify Stratasys of any change in the cost or expected completion/delivery dates of Goods or Services covered hereby as a result of Stratasys' change order, and Seller shall provide proposed pricing adjustments (with supporting information) to Stratasys no later than thirty (30) days from the date of Seller's receipt of Stratasys' change order.

10. SELLER CHANGES.

Seller shall not make any changes in the specifications, physical composition of, or processes used to manufacture the Goods hereunder without Stratasys' prior written consent.

11. INDEMNIFICATION.

- Seller agrees to indemnify, hold harmless, and at Stratasys' request, defend Stratasys and any of Stratasys' subsidiaries and affiliates and their respective officers, directors, customers, agents and employees (each, an "Indemnified Party") against all claims, liabilities (including, without limitation, for personal injury, death or property damage), damages, losses and expenses, including attorneys' fees and expenses, incurred by an Indemnified Party on account of the acts or omissions of Seller or its employees, agents or subcontractors in any way connected with the Goods or Services provided under this Order, including, without limitation,
 - any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment;
 - any claim based on the negligence, omissions or willful misconduct of Seller or Seller's employees, agents or subcontractors; and
 - any claim by a third party against any Indemnified Party alleging that the Goods or Services, the results of such Services or any other processes provided under this Order, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other Goods or Services
 - any breach by Supplier of these Terms. Seller shall not settle any such claim without Stratasys' prior approval. Seller agrees to pay or reimburse all costs that may be incurred by an Indemnified Party in enforcing this indemnity, including attorneys' fees and expenses.
- If Stratasys' or Stratasys' distributors' or customers' use of Goods and/or Services covered by this Order shall be enjoined or otherwise prevented by legal action, Seller shall, at its sole expense,
 - substitute fully equivalent non-infringing Goods and Services;
 - modify the Goods and Services so that they no longer infringe but remain fully equivalent in functionality;
 - obtain for Stratasys and its affiliates, distributors and customers the right to continue using the Goods and Services; or
 - refund all amounts paid for the infringing Goods and Services.

12. CONFIDENTIALITY.

No knowledge or information disclosed to Stratasys by Seller which in any way relates to Goods or Services covered by any Order, will, unless otherwise specifically agreed in writing by Stratasys, be deemed to be confidential or proprietary information of Seller, and Stratasys will acquire all such knowledge and information free from any restrictions (other than a claim for patent infringement), as part of the consideration for the Order. All technical and other information obtained or learned by Seller as a result of any Order or its relationship with Seller, is and will remain the valuable, confidential and proprietary information of Stratasys, including, but not limited to, drawings, data, specifications, components, concepts, designs, or tooling. To the extent the parties have entered into a nondisclosure agreement ("NDA") to protect such information, the provisions of such NDA shall control any conflicting or inconsistent terms herein. Seller agrees not to disclose to third parties or use for its own pecuniary benefit or advantage any Stratasys confidential and proprietary information. Seller further agrees that any improvement, modification, refinement, or product developed by Seller or jointly by Seller and Stratasys as a result of knowledge of Stratasys confidential and/or proprietary information shall be the property of Stratasys, and shall be treated as Stratasys confidential and proprietary information. Seller will provide such assignments or other conveyances to the extent such assets require separate documentation from these Terms. Upon cancellation or termination of any Order or the parties' working relationship, or otherwise, upon request of Stratasys, Seller shall turn over to Stratasys any and all Stratasys confidential information, including all copies, excerpts or other reproductions thereof. The confidentiality provisions of this Paragraph will apply to and be binding upon Seller's officers, directors, employees, advisers, consultants and other representatives, and the protection of Stratasys' confidential information and materials will expressly survive any expiration or termination of any relationships between the parties indefinitely, unless and only to the extent otherwise consented to in a writing signed by Stratasys.

13. INTELLECTUAL PROPERTY RIGHTS; WORK PRODUCT.

Seller agrees that where Seller undertakes activity of research, development and/or design nature using information provided by Stratasys, Stratasys shall exclusively own all rights, title and interest in any resulting work product including, without limitation, all know-how, trade secrets and intellectual property. Seller shall take all necessary steps to ensure that Stratasys obtains full legal title in and to such rights. Seller will ensure that Seller's affiliates, employees, agents

and subcontractors appropriately waive any and all claims to, and assign to Stratasys, all rights or interests in, any work product created in connection with this Order. Seller grants the right to Stratasys to produce copies, reproductions or derivative works of material provided under this agreement for purposes of this agreement. Seller will not reverse engineer, decompile, or disassemble any technology, software, materials, products or other items owned or provided by Stratasys.

14. INSURANCE.

Seller shall provide and maintain for Services rendered throughout the term of this Agreement inclusive of any warranty obligations the following insurance (and regarding policies on a "claims made" basis, for an additional 24 months after):

- Workers Compensation: Statutory in accordance with the state in which the Services are being performed;
- Employers Liability in the amount of \$ 1,000,000 each occurrence;
- Commercial General Liability with limits of \$ 1,000,000 each occurrence, \$ 2,000,000 aggregate, for bodily injury and property damage combined. Policy will include the following coverage features
 - blanket contractual liability,
 - Products,
 - completed operations, and
 - independent Sellers coverage;
- Automobile Liability with limits of \$ 1,000,000 each occurrence for bodily injury and property damage combined if automobile usage is required to perform Services hereunder. Coverage will include "owned", "hired" and "non-owned" auto's;
- Umbrella or Excess Liability with limits of \$ 5,000,000 each occurrence and aggregate for bodily injury and property damage. Policy must be "follow form" to all primary policies listed above with the exception of Workers Compensation;
- Professional Liability Insurance. To the extent that Seller is providing design services, Seller will obtain adequate levels of Professional Liability insurance to cover risk of loss reasonably related to the scope and extent of the Services provided. At minimum the coverage will be: \$1,000,000 combined single limit each accident. The Professional Liability policy will include a retroactive date to the date that Seller first rendered Services in connection with the Project and with a discovery period;
- All insurance required above will be written with insurers rated A or better by the latest "Bests" Guide;
- All policies with the exception of Workers' Compensation will include Stratasys as an additional insured and include a waiver of subrogation towards Stratasys. Seller's insurance will be primary and non-contributory to that maintained by Stratasys; and
- At the request of Stratasys, the Seller shall provide a certificate of insurance conforming to the policies specified above.

15. TERMINATION FOR CAUSE.

Should Seller

- become unable to pay its debts as they mature, or become in any way the subject of a bankruptcy petition,
- have a change in ownership or management such that a competitor of Stratasys gains an ownership or controlling interest in Seller, and/or
- materially default in the performance of any provision of the Order and/or the Terms, Stratasys may in its discretion terminate this Order or any other PO for "cause" by giving Seller thirty (30) days prior written notice thereof. If Seller, within the thirty-day notice period, corrects the cause giving rise to the notice to the satisfaction of Stratasys, Stratasys may void the termination. In the event Stratasys terminates an order pursuant to this Section, Stratasys shall have all rights and remedies available under law and equity and will have no further obligation to Seller. Upon termination, Seller will, at its expense, promptly deliver to Stratasys all Stratasys confidential information, proprietary information, all work product and all tools and property owned by Stratasys and in Seller's possession.

16. TERMINATION FOR CONVENIENCE.

Stratasys may at any time by notice to Seller, terminate all or part of this Order, effective as of the date specified in such notice. Upon receipt of Stratasys' notice of termination, Seller shall stop work and take such other action as may be

specified by Stratasys in such notice, to facilitate termination of the Order or applicable part. Upon termination, Stratasys shall not incur any further cost or liability to Seller except for Goods already delivered under the terms of this Order.

17. INJUNCTIVE RELIEF.

Because damages for violation of these Terms may be difficult to ascertain and because violation of these Terms and Order may result in irreparable injury to Stratasys for which money damages may not adequately compensate Stratasys, Seller hereby consents to the entry of an order against Seller to prevent any breach of these Terms and Order as well as any other relief available to it at law or equity, without posting bond.

18. FORCE MAJEURE.

Neither Seller nor Stratasys shall be liable for any delay or failure to perform any of its obligations under this Order if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party, including but not limited to, fires, floods, explosions, accidents, acts of God, declared and undeclared wars or riots, strikes (except of the personnel of the affected party) or lockouts, shortages of materials or transportation facilities, inability to obtain export or import licenses, acts of government or any provision or requirement of any law, regulation, order or rule, which the affected party could not reasonably expect.

19. LABOR DISPUTES.

Seller shall give Stratasys prompt notice of every labor dispute or issue which may affect Seller's ability to deliver Goods or Services pursuant to the terms of this Order. Stratasys shall not have any obligation to reimburse Seller for losses or additional costs incurred by Seller as a result of labor disputes.

20. LIMITATION OF REMEDY; LIMITATION OF LIABILITY.

Seller's sole remedy on account of Stratasys' breach of this Order shall be the right to damages in the amount equal to the difference between the market price of the subject Goods or Services at the time of breach and the purchase price specified in this Order. **IN NO EVENT SHALL STRATASYS BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR INCURRED IN CONNECTION WITH THIS ORDER, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

21. INDEPENDENT SELLER.

Seller is an independent contractor for all purposes, without express or implied authority to bind Stratasys by contract or otherwise. Seller will secure, at Seller's sole cost, Workers' Compensation insurance, disability benefits insurance, and any other insurance required by law. Stratasys will not provide, nor will it be responsible to pay for, employee benefits to Seller or employees of Seller. Seller will pay all required taxes, whether federal, state or local in nature, including, but not limited to, income taxes, FICA, payroll or self-employment taxes, unemployment compensation taxes, and any other fees, charges, licenses, or other payments required by law on any compensation paid by Stratasys to Seller pursuant to this Agreement. Seller hereby waives any right to bring a claim or action against Stratasys or any of its affiliates as to entitlement to any employee benefits with respect to periods of performance hereunder.

22. COMPLIANCE WITH LAW; COMPLIANCE WITH STRATASYS POLICIES.

- Seller shall, and will ensure any party on its behalf shall, comply with all applicable laws, regulations, rules or orders in connection with its performance hereunder, as well as with any Stratasys policies in effect (including but not limited to its prohibition on weapons and Stratasys' policies around security and safety, policies prohibiting harassment and discrimination, etc.). Seller specifically agrees to comply with the Suppliers Code of Conduct available at: <https://www.stratasys.com/contentassets/d8266385b94845b4b51049bf2b211c1f/ssys-supplier-code-of-conduct-july-2022-f.pdf?v=49f235> (the "Code"). At Stratasys' request, Seller shall issue certificates certifying compliance with any laws or regulations as may be applicable to the Goods and Services covered by this Order in each case in form and substance satisfactory to Stratasys.
- Sustainability. As a public company, Stratasys has committed to a robust ESG strategy. It rests on our commitment to the environment, our communities, and how we operate around the world. We seek to create a thriving, inclusive workplace and ecosystem, and we ask our Suppliers to do the same. Our Suppliers should strive to improve their own environmental impact, reducing both waste and carbon footprint. All applicable laws regarding these practices must be adhered to.

23. SUBCONTRACTING.

Seller shall not, without Stratasys' prior written consent, subcontract this Order (excepting raw material).

24. COUNTERFEIT MATERIALS.

- Seller shall not deliver any item procured from sources other than OEMs and OCMs, or their authorized distributors without prior written authorization from Buyer. Seller shall flow down to and ensure compliance with the requirements of this document to lower tier suppliers providing items for delivery to Stratasys.
- All materials used shall be new, unused and shall not contain regrind or be reconditioned, refurbished, or remanufactured material unless explicitly agreed upon in writing by the Buyer.

25. EXPORT/IMPORT CONTROLS.

- Seller will not use, export, re-export or otherwise release any technology or technical data provided to Seller by Stratasys or any of Stratasys' subsidiaries or affiliates under this Order, except in compliance with all applicable U.S. export laws and regulations.
- Seller agrees that unless otherwise expressly agreed upon, Stratasys will not be a party to the foreign importation of the Goods, that the transaction(s) represented by this Order will be consummated subsequent to importation, and that Seller will neither cause nor permit Stratasys' name to be shown as "importer of record" on any customs declaration and that Seller will comply with all applicable laws, rules and regulations governing foreign purchases and importation.

26. LIENS AND CLAIMS.

Seller shall fully indemnify Stratasys and the property owner against all liens and/or claims of any laborers, materialmen, and subcontractors of Seller against Stratasys or the property on or for which the Services are performed and shall furnish to Stratasys, upon request, affidavits of status of accounts and releases of liens.

27. STRATASYS' PROPERTY.

All materials and inventory furnished by Stratasys, or which Stratasys specifically authorizes Seller to acquire, develop or design for work on this Order, shall be the exclusive property of Stratasys ("**Property**"). Property shall be listed and maintained in suitable condition to do the work by and at the expense of the Seller, and will be returned to Stratasys within 72 hours after termination, expiration or Stratasys' request. Delivery of the Property shall be FOB Seller's plant (incoterms 2010). Property is maintained at Seller's risk.

28. PRODUCT RECALLS.

If any goods sold to Buyer hereunder are determined by Seller, Buyer or any governmental agency or court to contain a defect or a quality or performance deficiency, or not be in compliance with any standard or requirement so as to make it advisable that such goods be reworked or recalled, Seller or Buyer will promptly communicate relevant facts to each other and will undertake corrective action, provided that Buyer will reasonably cooperate with and assist Seller in any necessary filings and corrective action, and provided that nothing contained in this Section will preclude Buyer from taking such action as may be required of it under any such law or regulation. Seller will pay all reasonable expenses associated with determining whether a recall or rework is necessary, and will perform all necessary repairs or modifications at its sole expense, except to any extent Seller and Buyer agree to the performance of such repairs by Buyer upon other, mutually acceptable terms. The parties recognize that it is possible that other Seller-manufactured products might contain the same defect or noncompliance condition, as do the Goods. Buyer and Seller agree that any recall involving goods for Buyer will be treated separately and distinctly from similar recalls of other products of Seller; provided that such separate and distinct treatment is lawful and Seller will in no event fail to provide at least the same protection to Buyer on its Goods as Seller provides to its other customers in connection with such similar recalls. Each party will consult the other before making any statements to the public or a governmental agency relating to potential safety hazards for Goods purchased hereunder, except where such consultation would prevent timely notification required by law.

29. OBSOLESCENCE.

Seller agrees to notify Stratasys within a reasonable time and in such time as to preserve Stratasys' interest of suspected or known product obsolescence affecting the Goods hereunder. Seller will use best efforts to:

- track commercial availability of parts related to Goods;
- obtain last time buys in sufficient quantities to satisfy Stratasys' demands; and
- find suitable alternatives for the known or suspected parts for a period of five (5) years or for the length of the Order, whichever is longer.

30. CONFLICT MINERALS.

- Seller agrees and represents that it will timely respond, to any request by, or on behalf of, Stratasys and/or its affiliates, for information on any Goods delivered hereunder containing Conflict Minerals ("CM"), as defined in Section 13(p) to the Securities Exchange Act of 1934 and Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, "Conflict Minerals Regulations"). Such information shall be
 - a representation made by Seller to the best of its knowledge and belief following an appropriate due diligence inquiry; and
 - submitted to Stratasys or its authorized third party, in the form required by Stratasys, no later than fifteen (15) business days from receipt of Stratasys request.
- Seller shall include the substance of this Conflicts Minerals Section in all subcontracts agreements awarded by Seller for work under this Agreement. Seller further agrees and represents that it will notify Stratasys of any change in the information provided pursuant to this clause and shall provide any other information requested by Stratasys to ensure compliance with the Conflict Minerals Regulations. Breach of Seller obligations under this clause will be considered material breach of these terms.

31. AUDIT CLAUSE FOR COST PLUS OR CATALOG ORDERS.

Stratasys may audit orders placed to ensure contract pricing is applied consistently to all orders. If an audit is conducted, Stratasys will perform a statistical sampling of all orders ("Sample") placed through Seller. The percent of error from actual price paid to contracted price for the Sample will be applied to the total purchase value for all orders placed during the Agreement time period. The party found to have benefited from the error will pay the difference to the other party within thirty (30) days of audit conclusion. Seller will be provided details of the evaluation. Seller agrees to fully cooperate with Stratasys during an audit and to provide Stratasys with all relevant documents necessary to perform such audit.

32. AUDIT RIGHT.

The Supplier shall grant Stratasys, its customers and regulatory authorities access to the facilities where production, maintenance or servicing activities are performed. This right of access is applicable to all sub-tier suppliers and should be flowed down to them formally and acknowledged. The Supplier shall assist in the performance of any required surveillance, audits, assessments or investigations. Stratasys will respect the confidentiality of proprietary information and comply with all safety and export rules during this surveillance.

33. OBLIGATIONS FOR SPECIAL ORDERING METHODS.

To the extent Stratasys provided Seller with any forecast, It is agreed and understood that the quantities forecasted are only estimates and do not imply a firm commitment on behalf of Stratasys. Blanket/Framework Orders, if applicable, are based on estimated dollar values of Stratasys spending ("**Estimated Amounts**"). Stratasys has no obligation to purchase or satisfy the Estimated Amounts. Seller must notify Stratasys in writing of potential or actual exceeding of the Estimated Amount in order to obtain appropriate authorization and approval of the increase in Estimated Amount. Stratasys has no obligation to pay for Goods or Services to the extent the costs exceed the Estimated Amounts.

34. SEVERABILITY.

If any provision of this Order is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

35. ASSIGNMENT; NO WAIVER.

Seller may not assign this Order or any of its rights or obligations hereunder without Stratasys' prior consent and any assignment without such consent shall be null and void. A waiver of any default hereunder or of any term or condition of this Order shall not be deemed to be a waiver of any other default or any other term or condition.

36. NOTICES.

All notices and other communications relating to this Order, including consents, shall be in writing and shall be addressed to Seller or Stratasys at the addresses set forth on the face side of this Order and shall be considered given when

- delivered personally,
- sent by confirmed facsimile or email,
- sent by commercial overnight courier with written verification receipt, or
- three (3) days after having been sent, postage prepaid, by first class or certified mail.

37. SURVIVAL OF OBLIGATIONS.

Any obligations and duties which by their nature extend beyond the expiration or termination of this Order shall survive the expiration or termination of this Order.

38. GOVERNING LAW. For Orders placed inside of the United States:

This Order shall be governed by and construed in accordance with the laws of Minnesota, excluding its conflict of law rules. The District Court of Hennepin County, Minnesota or the United States District Court for the District of Minnesota shall have exclusive jurisdiction and venue over all controversies arising out of or relating to this Order. Seller and Stratasys agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to the terms and conditions of this Order. For **Orders placed inside of the State of Israel**: This Order shall be governed by the internal laws of the state of Israel without reference to its International Private Law. The United Nations Convention for the Sale of Goods shall not apply to any transaction hereunder. For **Orders placed outside of the United States**: This Order shall be governed by the laws of England and Wales, excluding its conflict of law principles. The competent courts of London, England shall have exclusive jurisdiction over any disputes arising hereunder, provided that Stratasys may seek injunctive relief in any court of competent jurisdiction. The United Nations Convention for the Sale of Goods shall not apply to any transaction hereunder.

39. EQUAL EMPLOYMENT OPPORTUNITY.

- For all US Orders, the parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.4 and 60-741.1, if applicable. The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- **NLRA RIGHTS.**
- For all US Orders, Seller shall comply with contract or PO must cite to 29 CFR Part 471, Appendix A to Subpart A.

40. FEDERAL GOVERNMENT CONTRACTING.

When the Work furnished for a PO is in connection with a U.S. Government prime contract or subcontract, in addition to the general provisions herein, the supplemental provisions set forth in the Government Flow-down Terms shall apply and are incorporated by reference, as required by the terms of the prime contract or by operation of law or regulation. All clauses incorporated herein are those in effect on the date of this PO and carry the same force and effect as if they were given in full text. In the event of a conflict between these FAR or DFAR provisions and the general provisions herein, the FAR, DFAR or NFS provisions shall control.

41. PRIORITY RATING.

If so identified on the Order as a "Rated Order" certified for national defense use, such Order shall be deemed a Rated Order and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700). 43. ANTI-BRIBERY. Seller understands and agrees to comply with the United States Foreign Corrupt Practices Act, which prohibits Buyer and Seller from providing anything of value to a foreign public official in order to obtain or retain business. Seller agrees not to give anything of value, including but not limited to business gratuities and reimbursement of travel, to any foreign government officials. Seller agrees to ensure that it complies with all requirements relevant to its business arrangement with Buyer, including any registration requirements, and warrants

that this PO is in compliance with all applicable laws and regulations of the country or countries in which it performs any service for the Buyer.

42. ENTIRE AGREEMENT; AMENDMENT. This Order is the complete and final statement of the terms of the contract between the parties and supersedes all other prior or contemporaneous negotiations and agreements, whether oral or written, relating to the subject matter hereof. This Order may not be amended except in writing signed by both parties.

43. DATA PRIVACY

Where Stratasys processes or has access to personal data (both as defined in the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR")), it shall comply with the terms of GDPR. Stratasys will only process personal data in limited situations and where necessary to do so, such as in order to manage business contracts. In the event that Stratasys processes personal data, it will be doing so in its capacity as a data controller (as defined in GDPR).