

1. SCOPE

- 1.1. The following are terms and conditions that apply to the purchase of Equipment from Adapa A/S and its affiliated companies. In these Maintenance and Service conditions "**Equipment**" means hardware, equipment including software, other tangible items, machinery and parts (or any of them) and consists of Standard Equipment and Non-standard Equipment, "**Standard Equipment**" means Equipment according standards of Seller, "**Non-standard Equipment**" means other Equipment adapted or made to Buyer's requirement, references to "**Customer**" shall mean the party buying Equipment and shall include, if the context so permits, its agents or sub-contractors and references to "**Company**" shall mean Adapa A/S, Stationsmestervej 83, 9200 Aalborg SV, Denmark.
- 1.2. These Sale Conditions apply to and are deemed to be incorporated in all contracts for Equipment and shall apply to and prevail over all conditions (if any) in purchase orders from Buyer ("**Purchase Orders**").
- 1.3. No modification to these Maintenance and Service Conditions shall be valid unless in writing and duly signed by a person authorized by Seller.
- 1.4. These Maintenance and Service Conditions is supplemented by Adapa A/S' [GENERAL TERMS and CONDITIONS](#) that regulate the areas not covered herein.

2. SERVICE LEVEL FEATURES

- 2.1. Seller shall exercise due care to provide the Maintenance Services, which shall include the following, unless otherwise specified in Appendix A (Service Level Package).
 - A. Correcting, repairing and/or replacing, as applicable, a non-conforming or defective Product, as determined by Company in its sole discretion, which Product may include software embedded therein or otherwise licensed to Customer in connection with the sale or use of the Product, and any part thereof (excluding Consumables, as specified in Section 2).
 - B. Preventive maintenance performed by authorized Company technical representatives at factory-recommended maintenance intervals. Preventive maintenance procedures may be completed in conjunction with unscheduled or emergency service visits. Preventive maintenance shall not be deemed or relied upon as a substitute or replacement for routine maintenance required to be performed by Customer (or its trained personnel) in accordance with the instructions contained in the user manual or other technical documentation and/or instructions (including by phone and email support) provided to Customer by Company (collectively, the "**User Instructions**").
 - C. Service phone and email support available on non-holiday weekdays between the hours of 7:00A.M. and 5:00P.M. Central European Time ("**Working Hours**").
 - D. On-site service visits where Company determines, in its sole discretion, that phone and email support cannot be rendered to resolve the problem, subject to the terms and conditions of the Service Level Package.
 - E. Priority service scheduling whereby Customer will receive priority scheduling of a Company authorized technical representative after a problem is reported to the Company call center and the need for an on-site service visit is determined.
 - F. Company-developed software maintenance releases provided from time to time, in Company's sole discretion, throughout the Product life cycle ("**Software Releases**").
 - G. Other Product updates and/or modifications, as deemed necessary by Company, will be installed when available throughout the Maintenance Term (defined below).

3. CONSUMABLES AND SPARE PARTS

- 3.1. Customer acknowledges that, unless otherwise provided in the Service Level Package, Maintenance Services (and the Maintenance Fee) do not include the replacement of consumables and disposable materials, such as top layer membranes or any other consumable above, on or connected to the membrane or the membrane supporting Rod System such as rods and magnets (collectively, "**Consumables**"), which Consumables the Customer may purchase separately at Company's then current rates.
- 3.2. Customer acknowledges that spare parts may be reconditioned parts. Company's warranty obligations hereunder shall not apply to repair or replacement necessitated in whole or in part by catastrophe, fault or negligence of the Customer, improper or unauthorized use including without limitation, use of resins or spare parts unauthorized by Company, installation, modification or repair other than by Company or its authorized technical representatives, removal of the Product from the original installation site, unusual stress, power failure, deviation from recommended maintenance procedures, or failure to maintain the prescribed conditions at the installation site or other failure to comply with the User Instructions.
- 3.3. COMPANY CERTIFIED SPARE PARTS SUPPLIED BUT NOT MANUFACTURED BY COMPANY ARE PROVIDED BY COMPANY "AS IS". COMPANY'S LIABILITY PERTAINING TO SUCH PARTS SHALL BE LIMITED TO DEFECTS KNOWN

BY COMPANY BUT NOT DISCLOSED INTENTIONALLY AND IN SUCH CASES TO THE AMOUNTS RECOVERED BY COMPANY UNDER WARRANTIES GIVEN BY ITS SUPPLIER(S), IF ANY.

- 3.4. CUSTOMER ACKNOWLEDGES THAT THESE TERMS AND THE FEES PAYABLE HEREUNDER FOR MAINTENANCE SERVICES ARE SUBJECT TO CUSTOMER'S AGREEMENT TO USE ONLY COMPANY MANUFACTURED OR COMPANY CERTIFIED RESINS AND SPARE PARTS. IF, DURING THE MAINTENANCE TERM, CUSTOMER USES NON COMPANY-CERTIFIED CONSUMABLES AND/OR SPARE PARTS, COMPANY RESERVES THE RIGHT TO:
- A. TERMINATE THESE TERMS;
 - B. REFUSE TO REPAIR OR REPLACE THE PRODUCT OR ITS COMPONENTS;
 - C. OFFER TO FURNISH THE MAINTENANCE SERVICES AT COMPANY'S THEN CURRENT MAINTENANCE RESTORATION RATES; AND/OR
 - D. CEASE TO PROVIDE DISCOUNTS ON STRATASYS MAINTENANCE SERVICES AND SUPPLIES.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer shall, at its expense (except as otherwise provided below),
- A. perform all routine maintenance procedures and maintain the Product and the prescribed conditions at its site in accordance with the User Instructions and applicable law;
 - B. promptly install and maintain all Software Releases and procure any additional equipment or software that may be required for, or as a result of, such installation or maintenance, all in accordance with the User Instructions;
 - C. provide Company's personnel with access to the Product during normal business hours;
 - D. provide assistance, information, services, Consumables, and facilities as may be requested by Company to perform the Maintenance Services; and
 - E. return to Company at its cost and expense, within thirty (30) days of Company's request, all replaced spare parts.
- 4.2. Unless otherwise permitted in accordance with the User Instructions, Customer shall not
- A. permit any person, other than Company's authorized technical representative, to perform the Maintenance Services or other support or maintenance of the Product; or
 - B. attempt any repair to, or replacement of, the Product.
- 4.3. Customer shall not directly or indirectly:
- A. modify, enhance, adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, reverse engineer, reduce to any human or machine perceivable form or otherwise circumvent any technological measure that controls access to or permits derivation of the source code of, any repaired or replaced Product, or spare part or any Software Release;
 - B. rent, lease, sell, transfer, assign, or sublicense any software, including Software Releases, provided by Company hereunder;
 - C. copy any part of the Software Releases except for one
 - i. complete copy thereof for archival and/or back-up purposes, or as otherwise expressly authorized by Company in writing;
 - D. change, distort, or delete any patent, copyright or other proprietary notices which appear in writing on or in a Product (or in any copies of the Software Releases);
 - E. make or permit use of any trademark, trade name, service mark or other commercial symbol of Company without its prior written consent; and/or
 - F. take or permit any other action which could impair Company's rights, or damage the image or reputation of quality inherent in the Products, Company's business, reputation, intellectual property or other valuable assets or rights.
- 4.4. Customer shall be solely responsible for Product failures (as well as for the necessary remedies therefore) caused directly or indirectly by:
- A. acts or omissions of the Customer, its employees or third parties that are inconsistent with Customer's obligations contemplated hereunder or any User Instruction; or
 - B. modification or replacement of, or repair to, the Product or any part thereof without Company's prior written authorization. Moreover, nothing in these Terms will require Company to provide any external electrical work; equipment reconditioning or refurbishing; repairs or adjustments due to abuse, modification, or alteration, or equipment operation or maintenance contrary to Company's published instructions or due to any external causes such as fire, flood or other intervening causes (collectively "**Extraordinary Repairs**")
- 4.5. Customer will make at least one trained staff person fully available to Company personnel for purposes of assisting Company with any telephone or on-site Maintenance Services to be provided hereunder.
- 4.6. Customer will remain solely liable for ensuring that its data and files are adequately documented for backup purposes and Customer agrees that Company will not be liable for any lost data or any data reconstruction costs.

- 4.7. Any services provided by Company
 - A. not expressly identified hereunder as Maintenance Services;
 - B. which are any Extraordinary Repairs, and/or
 - C. after Working Hours, will be charged on a time and materials basis according to Company's then-current repair rates according to Appendix A (Service Level Package), and will be due and payable by Customer within thirty (14) days of receipt of Company's invoice.
- 4.8. In the event that Company determines that any Product covered under these Terms is in need of repair and/or replacement but that, immediately prior to these Terms coming into effect, the Product was not covered under the initial Product warranty or any support or maintenance agreement with Company (or any of its then current affiliates), Company shall not be responsible for the present or future repair, replacement and/or operability of such Product until such time as its condition reaches an acceptable condition, as determined solely by Company. Without limiting the generality of the foregoing, Company, in such cases, may condition repair or replacement on Customer paying
 - A. the applicable Maintenance Fee for the period during which the Product was not covered as aforementioned; or
 - B. the fees and costs to correct, repair, and/or replace any Product (including installation of Software Releases, if applicable) or part, at Company's then-current rates (such information available through Company's service center).
5. DISCONTINUED PRODUCT
 - 5.1. Company will issue a product notification ("Product Notification") indicating when a product will no longer be eligible for service ("End of service"). Following End of service date and subject always to Customer paying Services fees and having a Service contract in place, Service contracts will be offered by Company for a minimum of four (4) years and a maximum of six (6) years from the date of purchase date depending on the specific product in Company's sole discretion.
6. WARRANTY DISCLAIMER
 - 6.1. EXCEPT FOR THE LIMITED WARRANTY PROVIDED BY COMPANY WITH THE PRODUCT AT THE TIME OF PURCHASE AND THE LIMITED WARRANTY SET OUT IN SECTIONS 2B AND 2C IN RESPECT OF SPARE PARTS, COMPANY MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT, SOFTWARE, CONSUMABLES, OR SPARE PARTS.
 - 6.2. IN RESPECT OF ANY SERVICES SUPPLIED HEREUNDER, COMPANY SHALL ONLY BE LIABLE FOR INTENTIONAL MISCONDUCT AND GROSSLY NEGLIGENT ACTS.
 - 6.3. THE COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT FOR SAME.
7. MAINTENANCE FEES
 - 7.1. In exchange for Customer's maintenance fee payment prior to the Effective Date, Company will provide Maintenance Services for a one year period from the Effective Date. Notwithstanding anything herein to the contrary, these Terms and the obligations of Company hereunder shall not be effective until such Maintenance Fee payment is received by Company.
 - 7.2. In addition, Customer agrees to pay when due (or, if necessary, reimburse Company for) any applicable taxes payable (or paid by Company) in relation to the Maintenance Services, including without limitation sales, use, property, and excise taxes (other than taxes based upon Company's net income).
 - 7.3. Any travel or accommodation cost in relation to Maintenance Service is to be covered by the Customer by separate invoice from the Company and is not included in any hourly rates or yearly service fees.
 - 7.4. Company may terminate, or suspend the provision of Maintenance Services under these Terms with immediate effect if any of the following events occurs:
 - A. Customer is in breach of any material provision of these Terms or default on any payment to Company; or
 - B. insolvency or bankruptcy proceedings are initiated by or against Customer, including appointment of a receiver or liquidator.
 - C. Provisions which by their nature should survive termination of the parties' business relationship and any agreements between or among them, including, but not limited to, Sections 4 (Customer Responsibilities), 6 (Warranty Disclaimer), 7 (Maintenance Fees), 8 (Confidentiality; Intellectual Property), 9 (Limitation of Liability etc.) and 10 (Governing Law) shall so survive indefinitely.
8. CONFIDENTIALITY; INTELLECTUAL PROPERTY

- 8.1. Customer shall hold in confidence and trust, and not disclose, directly or indirectly, any Confidential Information (as defined below) to any person other than Customer's employees, who have a need-to-know for purposes of using and maintaining the Product in accordance with the User Instructions and not in a manner which could reasonably be construed as competitive with Company. As used herein, "**Confidential Information**" means
- A. these Terms or any quotation or purchase order hereunder; or
 - B. any information disclosed by Company that has been created, discovered, or developed by or on behalf of Company or that has been made known to Company by a third party and that is not generally known by any person other than Company and/or its employees.
- 8.2. Customer shall not make use of any trademark, trade name, logo or other intellectual property of Company or its affiliates, manufacturers, suppliers, licensors, resellers, or third-party service providers without the prior written consent of Company.

9. LIMITATION OF LIABILITY, CANCELLATION, TERMINATION, MISCELLANEOUS

As stated in Adapa A/S' [General Terms and Conditions](#).

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. The Contract shall be governed by and construed in accordance with the laws of Denmark.
- 10.2. Buyer and Seller agree that the court of Aalborg shall have the exclusive jurisdiction to settle any disputes, which may arise in connection with the Contract.
- 10.3. Commercial terms shall be construed in accordance with the Incoterms as issued by the International Chamber of Commerce, Paris (ICC), in their respective applicable version.