

### Terms and Conditions of Sale – Proto Labs, Limited.

**Seller.** As used herein, “Seller” means Proto Labs, Limited (company No 05366160 / VAT No.GB180 9946 67), a UK incorporated company with a registered office at Protolabs, Halesfield 8 Telford, Shropshire, TF7 4QN.

**Protolabs Quotes.** Protolabs provides a Quote (“Quote”) for the Buyer’s part(s) based on a 3D CAD model submitted by Buyer to Seller. Any change to the 3D CAD model requires an updated Quote. Quotes are valid for 30 days, after which pricing may change without notice. Seller reserves the right to correct clerical and other typographical errors in any quotation. Buyer understands and agrees that 2D technical drawings will prevail over 3D CAD models only as specifically agreed in the underlying Quote. Seller is not responsible for discrepancies between 3D CAD data and 2D technical drawings. If an order includes threads or specific tolerances, it is Buyer’s responsibility to provide a technical drawing with the relevant specifications, and to ensure to indicate this in the quotation request and to check if this is reflected correctly in the Quote.

**Offer and Contract Acceptance.** These Terms and Conditions of Sale, together with a valid Quote, form a legally binding agreement (the “Agreement”) and contains the entire understanding between Buyer and Seller for the goods and services provided by Seller and supersede any and all other agreements, representations and understandings of the parties, if any, whether oral or in writing. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, undertaking, representation or statement made (whether innocently or negligently) by any other party or any other person except as expressly set out in this Agreement, in respect of which its sole remedy shall be for breach of contract. These Terms and Conditions of Sale shall be deemed to have been accepted when the Buyer accepts a Quote or issues a purchase order or other writing expressing the Buyer’s intent to proceed with the Agreement in response to Seller’s Quote. This Agreement will govern any orders Seller accepts from Buyer and/or Buyer’s authorized purchasers based on the Quote provided to Buyer. The terms and conditions contained herein shall be the only terms that shall govern the purchase and sale of the goods and services between Buyer and Seller, and no other terms and conditions shall apply and are hereby expressly excluded, including, without limitation, any terms contained in a request for quotation, purchase order, website, or elsewhere. The only additional terms in a request for quotation, purchase order, website or other writing that shall apply, if accepted by Seller, shall be terms regarding the description, price, quantity, and shipping destination for goods produced, and any and all other terms and conditions shall be excluded and deemed inapplicable. After Seller accepts an order, Buyer is responsible for any delivery delays or charges, in addition to the original price, due to a Buyer requested change that is agreed to in writing by Seller. If Seller is unable to accept Buyer’s order it will inform Buyer in writing and will not charge Buyer for the goods. This may be because of unexpected limits on Seller’s resources which Seller could not reasonably plan for or because Seller is unable to meet a delivery deadline specified by Buyer.

**Changes to the Goods by Buyer.** If Buyer wishes to make a change to the goods Buyer has ordered please contact Seller. Seller will let buyer know if the change is possible. If it is possible Seller will let Buyer know about any changes to the price of the goods, the timing of supply or anything else which would be necessary as a result of Buyer’s requested change and ask Buyer to confirm whether Buyer wishes to go ahead with the change. If Seller cannot make the change or the consequences of making the change are unacceptable to Buyer, Buyer may terminate an order in accordance with the ‘Termination for Convenience’ section below.

**Changes to the Goods by Seller.** Seller may change the goods to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements. Seller may also make any changes agreed in advance as set out in the Quote. If Seller makes any other changes, Seller will notify the Buyer and Buyer may then contact Seller to end the contract before the changes take effect and receive a refund for any goods paid for but not received.

**Termination for Convenience.** Buyer may terminate an order in whole or in part at any time by written notice to [customerservice@protolabs.co.uk](mailto:customerservice@protolabs.co.uk) effective upon receipt by Seller. In the event of termination, Seller reserves the right to invoice Buyer for all goods produced or services performed prior to receipt of notice of termination as well as for any materials used or purchased to make Buyer’s parts which Seller is unable to return. This section shall not limit or affect the Buyer’s right to cancel this order for breach by Seller.

Seller manufactures the goods ordered by the Buyer individually according to the Buyer’s individual specifications and therefore the Buyer has no statutory right of cancellation under consumer protection legislation.

**Termination by Seller.** Seller may terminate this Agreement in whole or in part at any time by written notice to Buyer if (a) Buyer does not make any payment when it is due and such payment remains outstanding for more than 30 days after Seller’s notice to Buyer; (b) Buyer does not, within a reasonable period of time, provide Seller with information that is necessary for Seller to provide the products; or (c) Buyer does not, within a reasonable time, allow Seller to deliver the products to Buyer or collect them from Seller.

**Subcontracting.** Buyer acknowledges and agrees that Seller may utilize subcontractors in order to process and manufacture your order. As such, Buyer acknowledges and agrees that Seller may share Buyer's specifications with our partners in order to process and manufacture your order. Buyer understands and agrees that if Buyer orders through Seller's Network ("Network"), Seller may use its worldwide vetted network of subcontractors to fulfill Buyer's order.

**Delivery; Quantity; Title.** Any stated delivery time represents Seller's intended or typical delivery time, but actual delivery times may vary. Seller reserves the right to limit quantities at any time. Partial shipments may be delivered to Buyer. For Factory ("Factory") (defined as U.S. domestic locations") orders, all parts are shipped FCA (Incoterms 2020) at Seller's facilities. Title passes to the Buyer at the time and place of delivery to the carrier. If Buyer orders through Seller's Network all parts are shipped DAP (Incoterms 2020) at Buyer's location,

**Price and Terms of Payment.** All prices are quoted and payments shall be made in British pound or Euro and are exclusive of freight, shipping, special packaging or handling, duties, and unless specifically stated, Value Added Tax or any other sales, excise, use or other taxes arising in connection with this transaction (other than taxes based solely on Seller's taxable income). No discounts are authorized. Payment may be made by credit card, or a form of prepayment acceptable to Seller. Upon credit approval, goods or services may be invoiced and all sums are due and payable according to the terms of the invoice. To the extent Buyer desires Seller to present invoices or other information electronically via Buyer's or a third party's electronic payment website, any costs associated with such access will be borne by Buyer. Buyer will be responsible for any amounts incurred by Seller in the collection of past due amounts owed including, but not limited to, collection costs, filing fees and reasonable attorneys' fees. In the event of changes to Network order, cost prices factors, Seller reserves the right to pass on such additional costs to Buyer.

**Nonconforming Goods.** Buyer shall inspect all goods upon delivery by Seller, and should any of the goods be nonconforming goods, Buyer must notify Seller, in writing, within ninety (90) days of delivery of the goods describing the nature of any nonconformity. Seller shall have the right and option to repair or replace any goods agreed between the parties to be nonconforming. Seller shall not have any obligation to repair, replace or otherwise compensate Buyer for nonconforming goods if Buyer fails to notify Seller in writing that goods are nonconforming within ninety (90) days of Seller's delivery of the goods.

**Warranties.** Seller assumes no responsibility for the design of the goods that are the subject of this transaction. To the extent Seller's personnel recommend design modifications or provide design services, analysis, simulation or advice, they do so only to help meet the requirements of Seller's own manufacturing process. The Buyer retains sole legal responsibility for the design specifications and performance of the goods that are the subject of this transaction. Buyer is solely responsible for ensuring the goods and services purchased from Seller meet applicable regulatory requirements. The Buyer represents and warrants to Seller that no information furnished or to be furnished by the Buyer to Seller constitutes information classified local laws as confidential, secret or top secret or similar designation by any international government.

Except as expressly set out in this Agreement, all warranties, terms, conditions and undertakings, express or implied are excluded to the fullest extent permitted by law, including but not limited to any warranty of satisfactory quality, fitness for purpose or non-infringement.

Without limiting the generality of the foregoing, Seller assumes no responsibility or liability for the selection of any materials for the goods that are the subject of this transaction. The Buyer is solely responsible for ensuring that materials selected for goods to be manufactured by Seller meet any applicable regulatory requirements or specifications including but not limited to Directive -2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) together with any national legislation implementing such Directive, ISO, FDA, UL, CSA, CE, TUV, FCC, NSF, and USP. Any statements made by Seller personnel or specifications provided by Seller regarding materials should be verified by the Buyer with the manufacturer of that material.

**Indemnification.** Buyer agrees to defend, indemnify and hold harmless Seller (and its employees, representatives and agents) from and against all claims, liabilities, losses, damages, penalties, fines and sanctions of any kind (including, without limitation, interest, attorneys' fees and expenses, customs duties, fines, taxes, penalties or any other governmental sanctions of any kind) resulting from or arising out of Buyer's use of Seller's goods or services, a breach of any provision of this Agreement or any third party claim for infringement of patent rights, trademark, copyrights or misuse of trade secrets or confidential information.

**Force Majeure.** Seller shall not be liable for any failure to perform under this Agreement if such failure or delay in performance under this Agreement if such failure or delay is caused by acts of God, fire, storm, strikes, pandemics, blackouts, labour difficulties, riots, inability to obtain materials, equipment, labour or transportation, governmental restrictions, or any other event beyond Seller's reasonable control. In the event of any shortage of raw materials or other supplies, Seller may allocate materials and supplies among its buyers in

such manner as Seller may determine in its sole discretion and shall have no liability to the Buyer on account of any delay or cancellation on account thereof.

**Buyer-Supplied Materials.** If Seller agrees to use material supplied by the Buyer, the Buyer shall be solely responsible for supplying and delivering such materials in a timely manner at no cost or expense to Seller, of sufficient quality and in sufficient quantity (including allowances for loss, waste, or scrap that may occur for any reason) as Seller deems necessary to complete its obligations. Seller will not return waste, scrap (including sprues and runners) or de minimis amounts of material. Seller shall not be liable for, and the Buyer shall be obligated to pay any previously negotiated delivery premiums notwithstanding, any failure or delay in delivering any goods to be provided hereunder if such failure or delay is caused by the Buyer's failure to supply and deliver such materials in a timely manner or of such quality or in such quantity as Seller deems necessary. Seller's Buyer-supplied material storage policy is such that after one year of inactivity, Seller may destroy the Buyer-supplied material, in its discretion.

**Service Levels – Injection Moulding.** Each Quote for injection moulding services indicates a mould life that applies to that Quote. If the Buyer selects a "Limited" mould life, all Custom Tooling and Proprietary Components shall be and remain the property of the Seller. However, Seller shall not use Custom Tooling in the production of goods for any other buyer of Seller without the Buyer's express permission. As long as Seller is making parts for Buyer in Seller's facility, Seller will maintain Buyer's Limited Tooling to guarantee production of at least two thousand parts ("shots") produced. Subject to the Limited Tooling storage policy below, Seller will, in its discretion, repair or replace worn or damaged Tooling at Seller's expense until at least two thousand parts have been produced. Seller's Limited Tooling storage policy is such that after an eighteen (18) month period of inactivity on the Limited Tooling, Seller may destroy the Limited Tooling, in its discretion. The Limited Tooling guarantee does not apply to projects accepted on a "best effort" basis as agreed between the parties.

If the Buyer selects an "Unlimited" mould life, all Custom Tooling shall be the property of the Buyer, however reusable Proprietary Components will remain the property of the Seller and all Custom Tooling will remain at Seller's production facility. As long as Seller is making parts for Buyer in Seller's facility, Seller will guarantee Buyer's Unlimited Tooling for the life of the project with no limitation on the number of parts produced. Subject to the Unlimited Tooling storage policy below, Seller will, in its discretion, repair or replace worn or damaged Tooling at Seller's expense with no limitation on the number of parts produced. Seller's Unlimited Tooling storage policy is such that after a three-year period of inactivity on the Unlimited Tooling, Seller may destroy the Unlimited Tooling, in its discretion. The Unlimited Tooling guarantee does not apply to projects accepted on a "best effort" basis as agreed between the parties.

If the Buyer selects a Network mould, all Custom Tooling shall be the property of the Buyer, however reusable Proprietary Components will remain the property of the Seller and all Custom Tooling will remain at Seller's production facility. As long as Seller is making parts for Buyer in Seller's facility, Seller will guarantee Buyer's Network Tooling for the agreed upon Tool life (as stated in the Quote). Subject to the Network Tooling storage policy below, Seller will, in its discretion, repair or replace worn or damaged Tooling at Seller's expense with no limitation on the number of parts produced for the agreed upon Tool life. Seller's Network Tooling storage policy is such that after a two-year period of inactivity on the Network Tooling, Seller may destroy the Network Tooling, in its discretion.

As used in this Agreement, "Custom Tooling" means tooling and moulds developed specifically for the Buyer such as an A-side (cavity) block or insert, a B-side (core) block or insert, cam faces if the Tooling requires side actions, and inserts if the Tooling requires inserts. "Proprietary Components" means all proprietary or reusable components developed by Seller including fixturing, B-Side rails, pillars, insert carrier frames, cam sliders and angle pins, cooling jackets, heating jackets, alignment gimbals, cross-slides and vernier adjusters, setup jigs, sprue bushings, mould locks, reconfigurable ejectors, ejector pin plates and custom cut ejector pins, ejector clamps, shims, wedges, screws and springs or other reusable parts needed to make the Tooling ready for production. Due to the proprietary nature of Seller's process, Tooling is generally not compatible with or transferable to other equipment.

**On-Time Expedited Delivery Guarantee.** If Buyer selects an expedited quick-turn option, Seller guarantees the on-time delivery for the date selected. If Seller is unable to meet the selected date, Seller will refund a prorated portion of the expedite fee to reflect the delivery date actually achieved. For instance, for an injection moulding order, if Buyer selects a quick-turn expedite of five business days, but the order actually ships in seven business days, Seller will refund the difference between the 5-day expedite fee and the achieved 7-day expedite fee. The On-Time Expedited Delivery Guarantee does not apply to standard lead times, projects accepted on a "best effort" basis, or limited availability services.

**Buyer Intellectual Property.** Buyer shall retain sole ownership of the copyright in files, all text, illustrations, software files and other materials provided by Buyer to Seller as well as of any deliverables, designs, including modifications or derivative works thereof, that may be produced for Buyer during the course of Seller's performance of services. By providing data to Seller, Buyer grants Seller a non-exclusive, royalty-free, fully paid up, worldwide and transferable right to use, copy, distribute and display the data (including 3D CAD Data and drawings), documentation, drawings and specifications Buyer provides in order for Seller exclusively to be able to produce, ship and sell the Parts to Buyer.

**Seller Intellectual Property.** Seller retains sole ownership in all proprietary software, processes, and procedures developed by Seller for the quoting, analysis, design, automation, and manufacturing of machined parts, injection moulds, injection moulded parts, and 3D printed parts. Seller retains ownership of the copyright in all text, illustrations or other materials provided by Seller to Buyer in a Quote. Buyer will not, without prior written approval of Seller (which may be withheld for any reason), remove any of Seller's markings or change Seller's Intellectual Property in any way.

**Country of Origin.** Seller makes no country of origin certification under this Agreement unless specifically agreed to in writing. Seller specifically disclaims any "passive" certifications included in any of Buyer's documents or communications related to this Agreement.

**Confidentiality.** "Confidential Information" means any information that Buyer discloses to the Seller that is proprietary to the Buyer and not generally known to the public. The Seller will not use any Confidential Information for any purpose except for the purposes of carrying out its obligations pursuant to this Agreement. The Seller will use the same degree of care (but no less than a reasonable degree of care) to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information as the Seller employs with respect to its own confidential and proprietary information. Upon Buyer's written request, the Seller will destroy all documents containing or representing Confidential Information and all copies thereof and erase any such Confidential Information from the Seller's computer systems except electronic copies that are electronically archived and not readily accessible. If requested by Buyer, Seller will provide written confirmation of such return or destruction and erasure to Buyer.

**Export Compliance.** Buyer and Seller will comply with all applicable export, restrictions and regulations with respect to the goods or services that are subject to this Agreement. In order for Seller to conduct appropriate export control checks, the Buyer agrees to identify any export controlled goods in writing to Seller and to provide all pertinent information pertaining to the particular end Buyer, destination and intended use of goods. Seller reserves the right to stop shipping or providing goods if Seller has reason to believe that any shipment or sale of goods may violate any export control law.

**Buyer understands that Seller does not accept Export Controlled Data through Seller's Network.** "Export Controlled Data" is defined as data which is controlled for export under E.U. law. Buyer understands that Seller does not accept technical data related to parts that are (1) controlled under the [Common Military List of the European Union](#) (2) any EU Member State equivalent or, (3) subject to the [EU Dual Use Regulation 428/2009](#) (as amended by [Regulation 2019/2199](#)). Buyer understands that by selecting orders to be fulfilled through Seller's Network, Buyer is exporting data to another country. Seller's Network maintains operations outside of the U.K, employs non-U.K. persons, and has non-U.K. manufacturing partners. Buyer certifies that Buyer understands that it is Buyer's responsibility to determine and provide the appropriate export classification for the products and related technology and software to be provided to Seller and to comply with prohibition on Export Controlled Data provided herein. Seller relies entirely on Buyer to provide accurate information for purposes of compliance with applicable export control laws. The export classification indicates whether the product and related technologies are controlled, the relevant jurisdiction or jurisdictions, when an export license is required, and whether the product and technology qualify for a license exception. An incorrect classification could result in export control violations, which could in turn lead to significant fines and other sanctions.

Buyer represents and warrants that Buyer will not directly or indirectly, (1) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Seller to any destination or entity, or person prohibited by the laws or regulations of the E.U., any Member State and/or Buyer's local jurisdiction or (2) use Goods for any use prohibited by the laws or regulations of the E.U., any Member State, and/or Buyer's local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Buyer may not use Seller's services if Buyer is the subject of E.U. sanctions consistent with E.U. law imposed by the governments of the country where Buyer is using Seller's services.

**Prohibited Purposes.** Buyer warrants that the goods that are the subject of this transaction will not be implanted in a human body or is classified under the Medical Devices Regulation or the In Vitro Diagnostics Regulation and therefore subject to EU regulatory controls; and are not subject to FAA inspection. Buyer certifies that its designs (e.g., 3D CAD models) submitted to Seller and the manufacture and delivery of goods according to the Buyer's design will not yield goods that are in violation of any federal firearms laws. If Buyer selects to have its

Goods made through the Seller's Network, Buyer represents and warrants that Buyer's uploaded data (including 3D CAD data and drawings) and/or Buyer's order does not contain any weapons. Weapons is broadly defined as (A) firearms, firearm component parts, or ammunition. This includes, but is not limited to, (1) any device which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) any device capable of being concealed on the person from which a shot can be discharged through the energy of an explosive; (3) any component part integral to the safe firing of a projectile by means of an explosive from a device described in (1) or (2); and (4) ammunition including cartridge cases, primers, bullets, or propellant powder designed for use in any firearm. (B) Bladed weapons that might cause bodily harm and any part or component thereof. (C) Explosive devices. (D) Toy guns or other items with arms-like appearance. (E) Arms-related items and/or weapon accessories. (F) Accessories, parts or components to any weapon if that accessory/part/component contributes to the functioning of the weapon and/or attaches to the item.

**Limitation of Damages.** In no event shall Seller be liable for any incidental, indirect, consequential or punitive damages of any kind, whether for breach of any warranty, for breach of any other term or condition, for negligence, on the basis of strict liability, or otherwise. Buyer acknowledges that the estimated and actual fees and charges paid for the services reflect this limitation of liability and allocation of risk. The total liability of Seller or its suppliers to Buyer under this agreement shall in no event exceed the total sums paid by Buyer to Seller for the order giving rise the liability.

**Patents.** The goods and/or services that are the subject of this quote/order may be quoted and/or produced under one or more of the following US Patents: 6,701,200; 6,836,699; 7,590,466; 7,496,528; 7,123,986; 7,089,082; 7,630,783; 7,299,101; 7,574,339; 7,836,573; 7,840,443; 7,957,830; 8,140,401; 8,295,971; 8,239,284; 8,745,517.

**Data Protection:** The Seller will use the personal information provided by the Buyer in accordance with the Seller's [Privacy Policy](#).

**Miscellaneous.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this Agreement. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this transaction. The parties agree to the exclusive jurisdiction of the English courts for all purposes relating to the Agreement and any dispute or claim brought in relation to it. A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the benefit of any term of this Agreement.

**English Language.** All documents, notices and legal proceedings executed, given or instituted pursuant to or relating directly hereto shall be in the English language, and the meaning of all words and phrases of this offer shall be defined, construed and interpreted in the English language.

*Proto Labs Rev 01-2024*