Schedule Title: Schedule 36 - The Office, Imaging, and Document Solution
SIN 51.400 - 3D Printing Solutions

Contract Number: GS03F010GA

Contract Period: October 26, 2016 through October 25, 2021

Contractor: re:3D, Inc
1100 Hercules Ave, Suite 220
Houston, Texas 77058
Phone: 512-730-0033
Fax: 512-580-7300

Web Address: www.re3d.org
shop.re3d.org

Email: GSAsales@re3d.org

Business Size: Small Business

Minimum Order Quantities: N/A
Minimum Order Limit: $0
Maximum Order Limit: $750000

Geographic Coverage: World Wide

Points of Production: Houston, Texas, United States of America

Quantity Discounts: Additional 5% discount on orders that contain 3 of the 3D Printer Packages:
(MPN: 10815, 10816, 11021, 11502, 11503, 11501, 11500, 11499)

Prompt Payment Terms: N/A
Time of Delivery: 30 Days Shipped

Expedited or Overnight Delivery: Customer may contact Contractor (GSAsales@re3d.org) to discuss order expediting and rates.

Payment Address: 1100 Hercules Ave, Suite 220
Houston, TX 77058

DUNS Number: 078732259

Please see Terms and Conditions starting on page 3 for information on Warranty, Preventative Maintenance, Support, and Liability information.
Price List 2/14/19:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Manufacturer</th>
<th>Part Number</th>
<th>Product Name</th>
<th>GSA Offer Price (w/ IFF)</th>
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<tr>
<td>51.400</td>
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<td>8hr = $378.82</td>
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</table>

**Part Numbers: 11126 & 11127:** Include a 2-day on-site visit, one of our engineers will come to you to perform consulting work, or training/service (depending on package chosen). Price includes CONUS travel fees (hotel, airfare, rental car) and per diem.

**Part Number 10104:** Contract printing service: Price is calculated on a per project/per part basis. Price will be determined on our re:3D contract print algorithm, taking into account, model size, print material(s), print resolution, print time, etc. GSA discount will be 10% off the algorithm derived price.
Terms and Conditions:

Introduction

Welcome, and thank you for your interest in re3D®, Inc and Gigabot®. These Terms and Conditions reflect a legally binding contract between you and re:3D®.

By placing an order for any products offered through shop.re3D.org, GSA, or through an agent via Sales@re3D.org, you agree to be bound by these Terms. You should print a copy of these Terms and Conditions for future reference.

These Terms and Conditions were last updated on 12 April 2016.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY PURCHASING ON OUR CHANNELS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE re:3D PRIVACY POLICY (COLLECTIVELY, THESE TERMS). If you are not eligible, or do not agree to these Terms, then please do not use our channels for purchasing.

These Terms and Conditions provide that all disputes between you and re:3D will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and your claims cannot be brought as a class action.

Shipping

Duty & tax are obligation of buyer.

If this transaction involves an export of items from the United States (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations.

Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Any diversion of an item contrary to US law is strictly prohibited. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such item(s) to any entity or person within any country that is subject to United States economic sanctions within the control of the Office of Foreign Assets Control without obtaining prior authorization from the United States Government.

Customers must report accidental shipping damage, activated tip and tells or damage to packaging within 48 hours of product receipt.

Lift gate fees are the obligation of the purchaser.

Returns

All products may be returned within 30 days of receipt of the item.

Items that are returned within 15 days of receipt in unused condition shall be subject to a full refund.
If the item is returned within days 16 through 30 or in used condition, there will be a $1000 restocking fee deducted from the refund.

All Final Sale merchandise cannot be returned.

Other non-returnable purchases include digital content, gift packaging, memberships, completed services, consumable items including 3D printer filament, and items returned that are damaged, unsanitary or missing major contents.

If items are not properly packaged for return following re:3D’s return packaging instructions, then a refund will not be issued if the goods are damaged during return.

**Warranty**

This limited warranty applies to re:3D, Inc. Gigabot printers sold through GSA only. Please keep the original purchase invoice for future service requests.

re:3D, Inc. warrants products to be free from defects in materials and workmanship for a period of 6 months. If the product fails during normal and proper use within the warranty period re:3D, Inc. will, subject to exclusions and at its discretion, repair or replace the product or components.

Any products and or components repaired or replaced by re:3D will be under warranty for the remaining period of warranty or for no less than 6 months.

**Support**

If you have any related technical problems when using your Product, we suggest you check the manual or support web site to carry out preliminary troubleshooting. Otherwise, you may email the dedicated support email found on our website for the life of the product. Our support team is available free of charge to all customers, regardless of the warranty.

Phone support is available on a first come/first serve basis after sending an email to support@re3d.org detailing your issues. You will need a support ticket number for phone support. Email tickets may be answered more quickly than returning calls from voicemail.

**Liability**

Information has been carefully checked and is believed to be accurate; however, no responsibility is assumed for inaccuracies. re:3D reserves the right to make changes without further notice to any products to improve reliability, function, or design. re:3D does not assume any liability arising out of the application or use of any of its products; neither does it convey any license under its patent rights of others.

**Instructions**

READ INSTRUCTIONS : All the safety and operating instructions should be read before the printer is operated.

RETAIN INSTRUCTIONS : The safety and operating instructions should be retained for future reference.
HEED WARNINGS : All warnings on the product and in the operating instructions should be adhered to.

FOLLOW INSTRUCTIONS : All operating and use instructions should be followed.

Limitations of Liability:
If the product fails during normal and proper use within the warranty period, re:3D will, at its discretion, repair or replace the defective parts within the product, or the product itself, with items that are functionally equivalent to that as originally supplied, or better, during the warranty period defined for the model, using new or refurbished parts or units.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND re:3D SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND re:3D’S SOLE LIABILITY SHALL BE REPAIR OR REPLACEMENT. re:3D’S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION UNDER NORMAL USE. ALL re:3D WARRANTY TERMS AND AGREEMENTS ARE NON-TRANSFERABLE AND ONLY APPLY TO THE ORIGINAL UNIT AND ORIGINAL PURCHASER. re:3D IS NOT LIABLE FOR A CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

Exclusions from this Limited Warranty Service:
re:3D does not warrant uninterrupted or error-free operation of this product. Any technical or other support provided for the product under warranty, such as assistance via email with “how-to” questions and those regarding product setup and information will be provided without warranties of any kind.

The warranty only covers failures or malfunctions that occur during the warranty period and under normal use conditions as well as any material or workmanship defect.

The warranty will not apply to or be valid under conditions including but not limited to the following:

a) The serial number of the re:3D product, components or accessories has been altered, cancelled, removed, or otherwise not valid as identified by re:3D;
b) You have failed to follow all return materials authorization (“RMA”) instructions provided to you by re:3D.

We warrant the Gigabot against defects in materials and workmanship under ordinary use for 90 days from the date of receipt.

This limited warranty applies only to hardware components of the Gigabot that are not subject to accident, misuse, neglect, fire or other external causes, unauthorized use, alterations, or repair, installation or enabling of unauthorized software or services, unauthorized alterations to the Gigabot or unauthorized resale.

If we elect to do a replacement of your device, we will place the cost of the device (the then prevailing MSRP plus tax) hold on your credit card. We will charge the full retail price of the replacement device if we do not receive your original device within 21 days of delivering your new device.

Safety
Cleaning:
Unplug this product from the wall outlet before cleaning. Do not use liquid or aerosol cleaners.

Attachments:
Do not use attachments or enhancements not recommended by the product manufacturer as they may cause hazards.

Water & Moisture:
Do not use Gigabot near water – for example, near a bath tub, wash bowl, kitchen sink, or laundry tub, in a wet basement, or near a swimming pool, and the like.

Placement:
Do not place this product on an unstable cart, stand, tripod, bracket, or table. The product may fall, causing serious injury to a child or adult, and serious damage to the product. Use only with a cart, stand, tripod, bracket, or table recommended by the manufacturer, or sold with the product. Any mounting of the product should follow the manufacturer’s instructions, and should use a mounting accessory recommended by the manufacturer.

Ventilation:
Slots and openings in the cabinet are provided for ventilation and to ensure reliable operation of the product and to protect it from overheating, and these openings must not be blocked or covered. The openings should never be blocked by placing the product on a bed, sofa, rug, or other similar surface. This product should not be placed in a built-in installation such as a bookcase or rack unless proper ventilation is provided or the manufacturer’s instructions have been adhered to.

Power Sources:
This product should be operated only from the type of power source indicated on the marking label. If you are not sure of the type of power supply to your home consult your appliance dealer or local power company. For products intended to operate from battery power, or other sources, refer to the operating instructions.

Grounding or Polarization:
This product may be equipped with either a polarized 2-wire AC line plug (a plug having one blade wider than the other) or a 3-wire grounding type plug, a plug having a third (grounding) pin. The 2-wire polarized plug will outlet, try reversing the plug. If the plug still fails to fit, contact your electrician to replace your obsolete outlet. Do not defeat the safety purpose of the polarized plug. The 3-wire grounding type plug will fit into a grounding type power outlet. This is a safety feature. If you are unable to insert the plug into the outlet, contact your electrician to replace your obsolete outlet. Do not defeat the safety purpose of the grounding type plug.

Power-Cord Protection:
Power-supply cords should be routed so that they are not likely to be walked on or pinched by items placed upon or against them, paying particular attention to cords at plugs, convenience receptacles, and the point where they exit from the product. LIGHTNING : For added protection for this product during a lightning storm, or when it is left unattended and unused for long periods of time, unplug it from the wall outlet and disconnect the antenna or cable system. This will prevent damage to the product due to lightning and power-line surges.

Overloading:
Do not overload wall outlets, extension cords, or integral convenience receptacles as this can result in a risk of fire or electric shock. A product and cart combination should be moved with care. Quick stops, excessive force, and uneven surfaces may cause the product and cart combination to overturn.
Object and Liquid Entry:
Never push objects of any kind into this product through openings as they may touch dangerous voltage points or short-out parts that could result in a fire or electric shock. Never spill liquid of any kind on the product.

Gigabot Maintenance

For filament care, it is recommended to use the provided filament filter to clear any dust build up.

For proper use and maintenance of your machine, it is recommended to follow the Gigabot Maintenance Schedule to ensure a long and productive life of your machine.

Sample Print Terms

Potential customers in North America can receive a sample print free of charge to see the quality of the Gigabot. International customers will need to pay shipping for sample parts.

Only one free sample per interested party.

Contact prints have a 2-3 week lead time which starts when payment is received.

Dispute Resolution and Arbitration

General:
In the interest of resolving disputes between you and re:3D in the most expedient and cost effective manner, you and re:3D agree that any and all disputes arising in connection with these Terms will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND re:3D ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

We both agree that nothing in the Terms will be deemed to waive, preclude, or otherwise limit either of our right to: (a) bring an individual action in small claims court; (b) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address intellectual property infringement claims.

Arbitrator:
Any arbitration between you and re:3D will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, AAA Rules) of the American Arbitration Association (AAA), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting re:3D.

Process:
A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified
mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail (“Notice”). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (Demand). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or re:3D may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or re:3D will not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, re:3D will pay you: (x) the amount awarded by the arbitrator, if any, (y) the last written settlement amount offered by re:3D in settlement of the dispute prior to the arbitrator’s award; or (z) $1,000.00, whichever is greater.

Fees:
In the event that you commence arbitration in accordance with these Terms, re:3D will reimburse you for your payment of the filing fee, unless your claim is for greater than $10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Houston, Texas, provided that if the claim is for $10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephonic hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse re:3D for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

No Class Actions:
YOU AND re:3D AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and re:3D agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications:
In the event that re:3D makes any future change to this arbitration provision (other than a change to re:3D’s address for notice), you may reject any such change by sending us written notice within 30 days of the change to re:3D’s address for notice, in which case your account with re:3D will be immediately terminated and this arbitration provision as in effect immediately prior to the amendments you reject will survive.