



One MetroTech Center, 21st Floor
 Brooklyn, New York 11201
 T: 347 334 6800
 F: 347 620 7105

Created Date: 2022-11-08 16:22:22
 Expiration Date: 2022-11-30 00:00:00

Quote Number: 00110228

Addressed To:

Bill To:
 New Hampton Community School District
Attn:
 Jeff Monteith
 710 West Main Street
 New Hampton
 Iowa
 50659
 United States
 (641) 394-2134
 j_monteith@new-hampton.k12.ia.us

Ship To:
 New Hampton Community School District
Attn:
 Jeff Monteith
 710 West Main Street
 New Hampton
 Iowa
 50659
 United States
 641-394-2134

To Purchase, Please Contact:

Madeleine Garone madeleine.garone@makerbot.com

Items			
Product Name	Product Code	Quantity	Total Price
MakerBot SKETCH Large 3D Printer	900-0110A	1.00	USD 2,399.00
MakerBot METHOD Tough Filament Slate Grey (.75kg, 1.65lb)	375-0001A	1.00	USD 56.21
MakerBot METHOD PVA Support Filament (.45kg, 1lb)	375-0002A	1.00	USD 65.58
MakerBot METHOD Nylon 12 Carbon Fiber Filament Black (.50kg, 1.1lb)	375-0061A	1.00	USD 81.20
MakerBot Labs Gen 2 Experimental Extruder for Method	900-0054B	1.00	USD 272.49
MakerBot Clean Air System for Method	900-0078A	1.00	USD 701.90
MakerCare Extended Service Plan for MakerBot METHOD - 1 Year	900-0103A	1.00	USD 856.06
MakerBot Carbon Fiber METHOD X 3D Printer	900-0074A	1.00	USD 4,899.30
MakerBot METHOD Nylon 12 Carbon Fiber Filament Black (.50kg, 1.1lb)	375-0061A	2.00	USD 0.00

Total Price USD 9,331.74
 Shipping and Handling USD 320.68
 Grand Amount USD 9,652.42

Please include an Accounts Payable email address on your Purchase Orders. Invoice will be sent to the email provided



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MakerBot Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms") shall apply to any sale of MakerBot products ("Products"). You, on behalf of yourself as an individual or your employer ("Customer"), represent and warrant that you have read, understood and agreed to be bound by these Terms.

1. **CUSTOMER ORDER.** A Customer's order constitutes an offer to purchase Products from MakerBot Industries, LLC ("MakerBot"). MakerBot shall not be deemed to have accepted any order (or any portion thereof) of Customer with respect to any Products until MakerBot dispatches such Products to the carrier for delivery to Customer as provided herein. MakerBot's acceptance of any order for Products is based upon the express condition that Customer accepts and agrees to be bound by all of the Terms set forth herein. Customer's acceptance of delivery of, or payment for, any Products shall constitute Customer's assent to such Terms. The Terms shall constitute the entire agreement and understanding of MakerBot and Customer with respect to the transactions contemplated hereby. Such Terms shall control irrespective of any inconsistent or additional terms and conditions, whether printed or otherwise, set forth in any communication from Customer to MakerBot, or which otherwise would be deemed established by any course of dealing, course of performance or usage of trade, unless otherwise provided herein or specifically agreed to in writing as a waiver or modification signed by an officer of MakerBot.

2. **ORDER ACKNOWLEDGMENT; INVOICES.** Upon receipt of an order for Products, MakerBot may, at its option, acknowledge such receipt by providing to Customer an "Order Acknowledgment". No such Order Acknowledgment shall be deemed to constitute MakerBot's acceptance of such order or any portion thereof; such acceptance shall only occur as provided in Section 1 hereof. To the extent that any terms and conditions set forth in any such Order Acknowledgment or in any invoice delivered by MakerBot to Customer in connection with any sale of Products hereunder ("Invoice") are different from, inconsistent with or in addition to the Terms herein, such terms and conditions, together with those herein which are not different from or inconsistent with those in such Order Acknowledgment or Invoice, shall control and constitute the entire agreement and understanding of the parties with respect to the transactions contemplated thereby.

3. **PRODUCT CHANGES.** MakerBot expressly reserves the right, at any time and without notice, to discontinue the production or change the specifications of any product, and no such change in specifications shall affect any order of such product by Customer.

4. **PRICES AND PAYMENT.** All prices are subject to change, at any time and without notice, to MakerBot's prices prevailing for its Products at the time of shipment. Unless otherwise indicated in writing by MakerBot, prices are EXW MakerBot's place of manufacture or distribution of its Products. Prices do not include any standard service charges of MakerBot which may be applicable to sales of its Products to the Customer, all of which Customer shall pay. Customer shall also pay and be exclusively liable for all costs of shipping, delivery, insurance and the like after MakerBot has effected delivery of the Products to the carrier. All orders must be paid in full, including shipping, prior to delivery by MakerBot to the carrier, in cash in United States Dollars. MakerBot reserves the right to suspend delivery and performance until full payment is received. Customer shall not set off against or deduct from any amounts due to MakerBot hereunder all or any part of any amounts owed or alleged to be owed by MakerBot to Customer or any damages or losses which Customer may have sustained or allege to have sustained as a result of any breach or alleged breach by MakerBot or any obligation of any kind to Customer (whether or not arising hereunder or in connection herewith).

5. **TAXES.** Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of Products ordered or sold hereunder. Customer shall be solely responsible for, and shall pay to MakerBot upon demand by MakerBot, any such tax, charge or assessment (other than any such tax on or measured by MakerBot's income).

6. **TITLE AND RISK OF LOSS.** Title to all Products supplied hereunder shall pass to Customer when delivered to the carrier and thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any Products ordered hereunder shall be borne by Customer.

7. **DELIVERY.** MakerBot shall attempt in good faith to effect delivery approximately in accordance with the instructions set forth in Customer's order or approximately on such other schedule as MakerBot may provide to the Customer in any Order Acknowledgment or other response to an order, but MakerBot shall not be responsible or liable for any delays or failure in such delivery. MakerBot expressly reserves the right to effect delivery of Products ordered in any number of separate shipments. Subject to Customer's instructions as to carrier, delivery shall be effected using such modes of transport and such carriers as MakerBot shall deem appropriate. During any period of shortage of any product, MakerBot shall have the right to allocate its supply of such product among its customers, including Customer, pursuant to their respective orders and contracts in any manner MakerBot deems appropriate. MakerBot shall in no event be responsible or liable for any delay or failure to effect delivery due to any cause which is unavoidable or beyond MakerBot's reasonable control and which prevents, impairs or adversely affects in any way MakerBot's performance under any order, including but not limited to war, fire, flood, natural disaster, strike, labor dispute, act of God, governmental action, civil disturbance, accident, or inability to obtain or use materials, labor, equipment, facilities or transportation; in such cases, MakerBot shall have the right, at its option, without penalty or any liability for breach, to terminate all or any part of any order or to reschedule delivery within a reasonable time.

8. **INSPECTION BY CUSTOMER; CLAIMS FOR DAMAGE IN TRANSIT.** Customer shall carefully examine all deliveries of Products made hereunder



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and within five (5) days of receipt notify MakerBot of any alleged error, shortage, defect or non-conformity of any such Products. Any failure by Customer to examine and report shall constitute a waiver of any claim or right of Customer against MakerBot arising hereunder or by law with respect to any such error, shortage, defect or non-conformity reasonably discoverable by such examination. Any and all claims by Customer for damage or loss in transit shall be made by Customer against the carrier.

9.1 RETURNS.

(i) Allowable Period. MakerBot will accept returns on a very limited basis. For any electronic items, excluding the MakerBot Smart Extruder (see next section; Section 9.2), MakerBot accepts returns only within fourteen (14) calendar days from the date of Customer's receipt of merchandise, subject to a 10% restocking fee. For non-electronic items, MakerBot accepts returns only on unopened items within fourteen (14) calendar days from the date of Customer's receipt of merchandise.

(ii) Process. Customer shall arrange to have the return shipped back to MakerBot. If a Product consists of several parts, Customer must return all parts of the Product in order to obtain a refund. Products returned under this Section 9 must be received by MakerBot in a "resalable condition". "Resalable condition" means the Product has no sign of: use, wear and tear, cosmetic damage, or any other damage.

(iii) Packaging. Customer must keep the original packaging and use it to repack a Product for return. For the return of a MakerBot Replicator Z18 3D Printer ("Z18"), Customer must contact MakerBot to be issued a return authorization and to receive repacking straps. If Customer does not keep the original packaging for the Z18, Customer will be required to purchase a "Repack Kit" from MakerBot in order to get a return authorization.

(iv) Unauthorized Returns. Any return made by Customer without a written return authorization from MakerBot will be considered an unauthorized return ("Unauthorized Return"). Unauthorized Returns will not be subject to a refund or credit by MakerBot. Customer has the sole responsibility to arrange shipment of the Unauthorized Return from MakerBot back to Customer. Customer assumes all shipping and handling charges for any Unauthorized Return.

10. SOFTWARE LICENSE. If a Product includes any MakerBot-provided software, including but not limited to program code together with applicable technical documentation made available by MakerBot from time to time (collectively "Software"), Customer acknowledges that the Software is subject to additional terms and conditions as set forth in executable or electronic license agreements ("Other Agreements"). The Other Agreements, if any, shall control and govern all such licensed Software use to the extent necessary to resolve any conflict with these Terms. Subject to the terms of such license agreements, all rights not expressly granted herein are reserved, and all other uses of the Software are subject to these Terms as well as the payment of any applicable Software license fees, including fees for specific Software functionalities, as identified by MakerBot in writing.

11. RESTRICTIONS ON USE. Customer agrees that it shall not directly or indirectly: (i) modify, enhance, adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, reverse engineer, reduce to any human or machine readable form, or circumvent any technological measure that controls access to or permits derivation of the source code of, the Software or any part thereof; (ii) reverse engineer the Products, any part thereof, or any composition made using the Products; (iii) rent, lease, sell, transfer, assign, or sublicense the rights granted hereunder, except in connection with the rental, lease, sale or transfer of the entire Product; (iv) copy any part of the Software except for one (1) complete copy thereof for archival and/or back-up purposes, or as otherwise expressly authorized by MakerBot in writing; (v) 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 Software); (vi) operate or make use of the Products in any way violative of applicable laws and regulations; and/or (vii) take or permit any other action which could impair MakerBot's rights, or damage the image or reputation of quality inherent in the Products, MakerBot's business, reputation, intellectual property or other valuable assets or rights. In the event Customer rents, leases, sells or otherwise transfers the Products to a third party, Customer agrees that it will require such third party to be bound by Sections 10 (Software and Documentation), 11 (Restrictions on Use), and 16 (MakerBot's Trademarks) hereof as a condition of such rental, lease, sale or other transfer.

12. SUPPORT. For any Customer problems with Products ("Problem"), Customer shall contact the MakerBot Support team via the web form located at <http://www.makerbot.com/support/submit-a-case/>. If a Customer does not have MakerBot MakerCare, Customer will only have sixty (60) days from the date of delivery to receive free MakerBot Support through email. If a Problem requires MakerBot Support to ship a replacement part or replace a Product ("Replacement"), Customer shall pay for the cost of the Replacement and associated shipping unless Customer is under a valid MakerBot MakerCare term or the Problem is a valid limited warranty claim. In such cases, if Customer receives a Replacement, the original part or Product becomes the property of MakerBot. MakerBot reserves the right to discontinue support to any Customer that uses inappropriate or abusive language and/or behaves in a manner that is hostile.

13. LIMITED WARRANTY AND DISCLAIMERS. All hardware Products include a limited warranty and this limited warranty is only available to Customer for a certain period of time. For specific and detailed information regarding this MakerBot limited warranty, please see the following link: makerbot.com/legal/ and/or contact your MakerBot sales representative or MakerBot reseller.

14. INDEMNIFICATION.



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14.1 Of Customer. Subject to the restrictions identified below, MakerBot shall assume responsibility for any suit or proceeding brought against Customer which is based on a third party claim that an unaltered Product or any part thereof, furnished pursuant to these Terms infringes upon the third party's registered copyright, trademark or patent; provided, however, that MakerBot shall: (i) be given immediate notice in writing of the assertion of any such claim and of the threat or institution of any such suit or proceeding; (ii) have sole authority to investigate, defend and/or settle the claim, suit or proceeding; and (iii) be given any such assistance as required for the investigation, preparation, defense and settlement of the claim, suit or proceeding, subject to reimbursement by MakerBot of Customer's reasonable out-of-pocket expenses. This Section states Customer's entire remedy, and MakerBot's entire liability subject to the limitations on liability set out in Section 13 (Limitations of Liability), for any such infringement or claim thereof, and shall control over any other conflicting or inconsistent provision in these Terms. Without the prior written consent of MakerBot, Customer shall not incur any cost or expense in connection with such claim, suit or proceeding or make any admission, or enter into any agreement, in connection therewith. MakerBot shall have no liability or obligation under this Section 12 for any infringement or claim thereof to the extent it is based upon: (a) production, sale or use of prototypes, outputs, or other results of the Products; (b) any method of using a Product other than methods inherent in, and necessary for, the operation of, the Product as supplied; (c) the use of any Product with any consumables, supplies, equipment, device or software not manufactured or supplied and certified by MakerBot; (d) the use of any Product which has been modified by Customer or any third party without obtaining MakerBot's prior written authorization; (e) the result of MakerBot's compliance with any of Customer's requested designs or specifications; and/or (f) Customer's continued use of any Product after receipt of notice of infringement (collectively, "Exclusions").

14.2. Of MakerBot. Customer shall defend, indemnify, and hold harmless MakerBot and its affiliates, and their employees, officers, and directors, against any claim, suit or proceeding arising out of or relating to any Exclusions; provided that Customer shall not settle any claim or enter into any agreement that affects MakerBot's rights or interests without MakerBot's prior written consent; and that if Customer does not diligently defend against such claim, suit, or proceeding, MakerBot shall be entitled to obtain its own legal counsel to direct the defense thereof at Customer's sole cost and expense.

15. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, INCLUDING WITHOUT LIMITATION MAKERBOT'S INDEMNIFICATION LIABILITY UNDER SECTION 14 (INDEMNIFICATION), IN NO EVENT SHALL MAKERBOT OR ITS AFFILIATES, MANUFACTURERS, SUPPLIERS OR LICENSORS (AS THIRD PARTY BENEFICIARIES) BE LIABLE FOR DIRECT DAMAGES OR OTHER LOSSES OR LIABILITIES DIRECTLY RELATING TO THE PRODUCTS OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE USE OF PRODUCTS, IF AND TO THE EXTENT SUCH DIRECT DAMAGES OR LOSSES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT(S) THAT DIRECTLY GAVE RISE TO THE DAMAGES OR OTHER LOSSES OR LIABILITIES CLAIMED, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, PRODUCT OR OTHER STRICT LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE

Notwithstanding anything herein to the contrary, in no event shall MakerBot or any of its respective officers, directors, employees, shareholders, affiliates, agents, successors or assigns, nor any party involved in the creation or production of the Products be liable to Customer or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of the Products, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

The foregoing limitations of liability do not apply to the extent prohibited by law; Customer shall refer to local laws for any such prohibitions.

16. MAKERBOT'S TRADEMARKS. Certain trademarks, trade names, service marks and logos used on or in association with the Products are registered and unregistered trademarks, trade names and service marks of MakerBot and its affiliates. Neither Customer nor anyone else is granted by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos without the written permission of MakerBot.

17. MODIFICATION AND CANCELLATION. Except as expressly provided herein, the terms and conditions hereof may not be modified, terminated, or repudiated, in whole or in part, except by a writing executed by an authorized officer of MakerBot. MakerBot may, at its option, treat any attempted modification, termination or repudiation to which it does not assent in writing as a breach of the entire agreement hereunder and recover from Customer all of MakerBot's damages, including without limitation special, indirect, consequential and incidental damages ("Damages") resulting therefrom or arising in connection therewith. In the event that Customer (a) breaches any of the terms and conditions hereof, (b) becomes unable to conduct its normal business operations (including to meet its obligations as they mature) or the subject of any proceeding under any state or federal bankruptcy law or other law for the benefit of creditors or relief of debtors or (c) makes any assignment for the benefit of creditors, then MakerBot may immediately (x) cancel or terminate any and all agreements with or obligations to Customer relating to sales of Products in whole or in such part as MakerBot may deem expedient and (y) recover from Customer all of MakerBot's Damages resulting therefrom or in connection therewith.

18. EXPORT COMPLIANCE. Customer shall comply with all applicable laws, rules and regulations with respect to use of the Product, abide by all



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applicable foreign trade/export restrictions or similar rules, and not transfer, export or re-export the Product except in full compliance with all applicable export controls administered by the United States of America.

19. **WAIVER.** Any waiver by MakerBot of the performance or breach of any provision hereof shall be in writing and executed by an authorized officer of MakerBot, and no such waiver shall constitute a waiver of the subsequent performance or breach of the same or any other provision.

20. **SEVERABILITY.** The invalidity or unenforceability, in whole or in part, of any provision hereof shall not affect in any way the validity and enforceability of the remainder of such or any other provision.

21. **GOVERNING LAW.** These terms and conditions and the transactions contemplated hereby shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, U.S.A., without regard to the choice-of-law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement. Any action seeking legal or equitable relief arising out of or relating to these Terms or the Manual will be brought only in the courts of the State of New York or the United States District Court for the District of New York.