

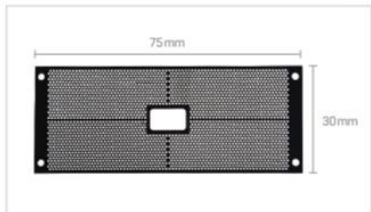
## System Information

The microArch S140 is a high-resolution micro-precision 3D printing system based on P $\mu$ SL (Projection Micro Stereolithography) technology. It is an industry-grade 3D printing system capable of 10-micron resolution with an open material platform suitable for industrial 3D printing.

microArch™

# 10 $\mu$ m Series

PRINTED SAMPLES



microArch™ is the first commercialized high resolution, 3D micro-fabrication equipment based on P $\mu$ SL (Projection Micro-Stereolithography) technology, which is designed for production of high resolution, highly precise parts for prototyping and short run production.

Based on the principles of stereolithography, this technique allows for rapid photo polymerization of an entire layer of resin with a flash of UV light at micro-scale resolution allowing us to achieve ultra-high accuracy, precision and resolution that cannot be attained with other technologies



## System Information

### System Specifications

microArch S140 Specifications	
Light Source	UV-LED (405nm)
Printing Material	Photosensitive resin
Optical Resolution	10 $\mu$ m
Printing Layer Thickness	10 ~ 40 $\mu$ m
Printing Size	Basic printing Size: 19.2mm*10.8mm*45mm; Stepping Mode: 94mm*52mm*45mm;
Input Data File Format	STL
Electrical Requirement	3000W
System External Dimensions	1000(L) $\times$ 700(W) $\times$ 1600mm(H)
Total Weight	300kg

### System Components

System	Description
microArch®S140	1) Micro-stereo litho system
	2) Real-time micro-scale monitoring system
	3) Precision motion control systems inc. multi-scale, large-area step-and-repeat printing
	4) Printing platform
	5) Resin tank
	6) Membrane stretching device
	7) Bubble scrapper axis & blade assembly
	8) Projection monitoring system
	9) Vibration isolation optical platform
	10) 3D printing software, including BMF 3D Slicing Software
	11) Photosensitive resin (1kg)
	12) Control computer + Display
	13) Optional - Post-processing equipment, including UV post-curing
	14) Optional – Resin heating system
	15) Optional – Laser detector system
	16) Optional - Micro 20ml resin tank system



GENERAL TERMS AND CONDITIONS – BMF (BOSTON MICRO FABRICATION)  
Version 1.0 – March 2020

1. DEFINITIONS.

“Accessory” and “Accessories” means the accessory products for use in connection with BMF 3D Printer..

“Agreement” means these Terms and Conditions, the signed BMF Quotation, the Customer Purchase Order and any other attachments thereto.

“Customer” means the entity or person identified as such on the Customer Order Form.

“Documentation” means the information included but not limited to BMF’s User Manual and Product Technical and Safety sheets.

“BMF” shall mean BMF Precision, Inc., a Delaware corporation.

“Product” and “Products” means Printers, Consumables and Accessories.

“Purchased Services” means all of the paid services associated with Products offered by BMF as attached in the Quotation and/or Customer Purchase Order. Purchased Services are made available at additional charge.

“Printer” and “Printers” means the BMF Printers identified on the Quotation and all relevant BMF Documentation.

“Quotation” means the BMF Quotation to the customer for Products and/or Services.

2. PURCHASE AND SALE OF PRINTERS.

2.1 BMF shall sell and the Customer shall purchase the Products in the quantities and at the prices indicated on the applicable Quotation. All orders are firm and may not be cancelled without the prior written consent of BMF.

2.2 BMF shall arrange for shipment of the Products to the Customer’s premises, using a carrier selected by BMF, and invoice Customer for all costs of shipping and insurance or through a carriers selected by the Customer, who would then assume responsibility for all costs of shipping and insurance. BMF will not be responsible for delays in shipment. Risk of loss of and damage to the Products shall pass to the Customer upon delivery to the common carrier by BMF (as applicable). Title to Products passes to Customer upon receipt of full payment by BMF.

2.3 Customer shall provide BMF with reasonable access to information relating to the Products and Customer’s use of the Products, and (if purchased services are provided) to Customer facilities at all reasonable times in order for BMF to provide the applicable services. Customer, at its own expense, shall make available to BMF the assistance of appropriate staff who are familiar with the Customer’s use of the Products. If BMF provides purchased services, Customer shall provide access to Products, suitable working space, Internet access, reasonable telephone use privileges and facilities for BMF as reasonably needed.

3. PRICE AND PAYMENT.

3.1 BMF will invoice Customer as follows: (a) for Printers, in accordance with the payment terms on the Quotation; (b) for the System Care Program, in advance of the applicable Plan period and (c) for Consumables, Accessories and for any other Purchased Services, upon the terms specified in the applicable Quotation. All payments are due in accordance with the payment terms set forth on the Quotation (or, if no terms are specified, on receipt of invoice). If Customer fails to make payments when due and such failure continues for a period of ten (10) days after BMF notifies Customer in writing of such failure, the supply of any Products, Purchased Services and the System Care Program may be terminated or suspended by BMF without further notice. BMF may charge Customer interest on overdue amounts from the date such amount became due at the lesser of the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by applicable law.

3.2 Customer shall pay all applicable taxes (including sales taxes, use taxes, duties and other taxes of all kinds), rates or governmental levies, which are payable in connection with the sale or supply of products and/or services under the Agreement. For international transactions, all payments shall be made free of any tax withholding. In the event that any tax withholding is due on payments under this Agreement, such tax shall be an additional cost for the Customer who shall promptly provide BMF with a certificate of all tax paid. Customer shall pay all transportation, customs, duties, insurance and freight charges from BMF’s point of shipment.

4. WARRANTIES; DISCLAIMER.

4.1 BMF warrants to Customer that, for a warranty period of 12 months from date of Printer shipment, and under normal use and operating conditions: (a) the Products (excluding any consumable items) will operate in material conformance with its written user documentation (the “Documentation”); and (b) the hardware components of the Products will be free from defects in material and workmanship.

4.2 The warranties set forth in Sections 4.1 and 4.2 do not apply to Product defects or failures caused by: (a) failure to use, regularly maintain and care for the Products in accordance with the Documentation or this Agreement; (b) negligence, accident or misuse or abuse of Products; (c) if the Products have been modified by anyone except BMF or if the failure is caused by use of attachments, accessories, consumables, parts or supplies not supplied or approved by BMF; or (d) Customer or third party personnel.

Any modifications (including unauthorized repairs) to any Product made by Customer or any third party that are not permitted by the Documentation or authorized in writing by BMF void BMF’s warranty obligations with respect to the modified product.

4.3 In the event of a Product failure during the Warranty Period (a “Warranty Failure”), and provided that Customer reports the problem to BMF during the Warranty Period or 14 days thereafter, BMF’s sole and exclusive liability, and Customer’s sole and exclusive remedy, shall be that BMF shall provide replacement part, labor and travel required to repair the Product.

4.4 BMF’s ability to perform the Warranty Plan is subject to Customer’s cooperation, as described in more detail in section 2.3.

4.5 Customer shall use the Products in the manner contemplated by the Documentation. Customer shall supervise, manage and control the proper use of the Products (including routine Product maintenance that BMF may reasonably specify from time to time) according to the terms and conditions of this Agreement. Customer shall ensure that only properly trained staff use the Products and that such staff follow any maintenance bulletins, advice and recommendations issued by BMF from time to time. If Customer provides Products for use by any third party, or permits, allows or facilitates the use of Products by any third party, Customer shall ensure that such third party is informed of and complies with the restrictions on use set forth in this Agreement and the Documentation.



4.6 BMF MAKES ONLY SUCH WARRANTIES AS TO FUNCTION OF THE PRODUCTS AS SPECIFIED. SUCH WARRANTIES, IF ANY, ARE GIVEN TO CUSTOMER ONLY AND NOT TO ANY THIRD PARTIES. SUCH WARRANTIES, IF ANY, ARE GIVEN IN LIEU OF, AND BMF EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE; AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USE OR TRADE. THE PRINTERS AND ACCESSORIES ARE DEEMED ACCEPTED ON DELIVERY; CUSTOMER HAS NO RIGHT OF REJECTION.

4.7 The warranty period for the system is 365 days from the date your microArch 3D Printing System is activated. For consumers who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by our standard warranty are in addition to, and operate concurrently with, all rights and remedies conveyed by such consumer protection laws and regulations, including but not limited to these additional rights.

4.8 Customer acknowledges that it is responsible for reviewing the documentation included with the Printers and attached to the Quotation and the Printer's warning labels, obtaining training in use of Printers before any use commences, and for ensuring that all Customer personnel understand the Printers, their manner of operation, and potential harms that might be caused. Customer shall train its personnel to operate Printers properly and to take reasonable precautions to avoid being injured by Printers, and, without limitation of the foregoing, BMF shall have no liability for any injury or damage arising from the failure of any Customer personnel to take such precautions.

## 5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Copyright, patent rights, trademarks, service marks and any other intellectual property rights in the Products or any other items supplied by BMF pursuant to this Agreement, will remain the property of BMF or its licensors. BMF reserves all such rights, and no express or implied licenses or rights are granted.

5.2 The Products include certain software and firmware (collectively, the "Software"). The Software is embodied in the Products and is used for the operation of the Products.

BMF hereby grants to the Customer a non-exclusive, nontransferable, revocable, and limited license to use the Software for its internal purposes and solely in conjunction with the use of Product to which it relates. Customer acknowledges that the Software may also be subject to additional terms and conditions set forth in executable or electronic license agreements, which 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 BMF in writing. Customer will not: (i) access, alter, modify, debug, reverse engineer, decompile, disassemble or decrypt the Software or any part thereof, nor attempt to do any of the foregoing; (ii) create derivative works or make copies of the Software; (iii) use any Software or any portion thereof to develop or market any product or program that is functionally similar to or derivative of the Software; (iv) remove any proprietary notices located on the Software; (v) remove any of the Software from the Products; or (vi) distribute or make available the Software to any third party. Customer shall allow BMF to update or upgrade the Software at any time in BMF's discretion.

## 6. CONFIDENTIAL INFORMATION.

Each party agrees not to use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other party which, in the exercise of reasonable judgment, should be recognized by such party as confidential ("Confidential Information"). The Software and any non-public information relating to the operation and technologies of the Product are Confidential Information of BMF. These obligations of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving party; (b) is furnished by the disclosing party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving party without restriction from a source other than the disclosing party without breach of any agreement with the disclosing party; (d) is disclosed with prior written approval of the disclosing party; (e) is independently developed by the receiving party without the use of any Confidential Information; (f) is previously known to the receiving party on a non-confidential basis; or (g) is required by court order or government agency to be disclosed, in which case, the receiving party shall give the disclosing party as much notice as is reasonably practical so that the disclosing party may seek a protective order or other confidential protection as the disclosing party, in its sole discretion, may elect and the receiving party shall reasonably cooperate with the disclosing party in disclosing party's efforts to obtain such order or protection.

## 7. LIMITATION OF LIABILITY.

7.1 BMF's liability for any and all claims, including, without limitation, claims based in contract, in tort (including, but not limited to, negligence and strict liability), at law or in equity shall not exceed the following as applicable: (a) if the claim relates to any Product, the fees paid by Customer for the applicable unit of Product to which the claim relates; (b) if the claim relates to Purchased Services, the fees paid by Customer for the particular Purchased Service to which the claim relates; and (c) for any other claims, the amount paid by Customer to BMF in the twelve (12) months preceding the occurrence to which the claim relates.

7.2 In the event that a court of competent jurisdiction determines BMF to be liable for bodily injury, death or damage to tangible property, the foregoing limits of liability shall not apply to such bodily injury, death or damage to tangible property; provided, however, that in no event shall BMF's liability for such bodily injury, death or damage to tangible property exceed the amounts actually recovered by BMF from its insurers with respect to the incident in question. BMF shall have no responsibility or liability for equipment, software or services supplied by persons other than BMF, or for use of the Product with attachments, accessories, consumables, or supplies not supplied or approved by BMF, or for modifications to any Products or Software which are made by persons other than BMF personnel.

7.3 IN NO EVENT SHALL BMF BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, ECONOMIC OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS AND LOSS OF PROFITS) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF BMF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF DAMAGES AND REMEDIES AS PROVIDED IN THIS SECTION 7 CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND MEASURE OF DAMAGES, AND BMF'S SOLE AND EXCLUSIVE LIABILITY.

7.4 BMF accepts no liability for any damages or injuries suffered by any person in connection with use or misuse of Printers or printed parts, except to the extent proximately caused by BMF's negligence or willful misconduct. Customer shall defend, indemnify and hold harmless BMF from and against any claims, liabilities, damages, losses, costs, expenses and attorneys' fees ("Liabilities") arising in connection with any death, bodily injury or tangible property damage arising in connection with Customer's use or misuse of Printers or printed parts, except to the extent proximately caused by BMF's negligence or willful misconduct in which case BMF shall defend, indemnify and hold harmless Customer from such demands, claims or losses. A party seeking indemnification under this paragraph shall provide the indemnifying party with prompt notice of any third party claim and allow the indemnifying party the sole control of the defense and settlement of the claim.

## 8. GENERAL

8.1 BMF is, and shall act as, an independent contractor and not as an agent or employee of Customer. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

8.2 Neither party shall assign or transfer this Agreement or the rights and obligations set forth herein without the prior written consent of the other party, provided that either party may, without consent, assign this Agreement to any successor to its business in connection with or as a result of any merger, change of control, sale, or acquisition. BMF reserves the right to provide the services that are set forth in this Agreement through authorized BMF dealers and authorized BMF service companies.



# BMF

BOSTON MICRO FABRICATION

8.3 In the event the Customer desires to export any Products or Software from the United States, it is the Customer's responsibility to obtain all such consents and licenses as may be required from time to time under the laws and regulations of the United States and under the laws and regulations of any other country that may affect or regulate such export since exporting and re-exporting contrary to such laws and regulations is expressly prohibited.

8.4 BMF may communicate with Customer by email for all matters relating to the operation and maintenance of Printers, provision of Purchased Services and orders for Products. Notwithstanding the foregoing, any formal notices issued by either party hereunder, shall be in writing and sent by certified mail, postage prepaid, return receipt requested or commercially acceptable overnight delivery service. Notices shall be addressed to the parties at their respective addresses set forth on the face hereof or at such other address as specified in writing by either party from time to time and shall be deemed given upon receipt or refusal.

8.5 These Terms and Conditions, the BMF Quotation, and any other attachments thereto, shall constitute the complete agreement between the parties with respect to its subject matter and supersedes all representations, promises, quotes and proposals, whether they be oral or written, between the parties. Unless otherwise explicitly agreed in writing by the parties, all orders placed by Customer are subject to the terms and conditions set forth in these Terms and Conditions irrespective of the means by which the orders are placed or the form used. If there is any conflict between any provision of these Terms and Conditions and the Customer Purchase Order and any other attachment thereto, these Terms and Conditions shall prevail. These Terms and Conditions may be modified only by written instrument. No terms or conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse is in writing and signed by the party to be charged.

8.6 BMF will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond BMF's reasonable control (a "Force Majeure"), including, but not limited to: Customer's failure to timely supply BMF with necessary data and information if in fact Customer has agreed to supply any such data or information to BMF; any changes in any such data or information made by Customer; acts of God; Internet blackouts or brownouts; severe weather; fire; explosions; floods; strikes; work stoppages; slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of war, sabotage or terrorism; dangerous conditions which present a threat to the safety or health of BMF personnel; acts of government; inability to obtain any license or consent necessary in respect of any third party software; and delays by suppliers or material shortages. For the avoidance of doubt, no Force Majeure shall extend the Warranty Period on Printers.

8.7 This Agreement, including all disputes arising out of or related hereto, shall be governed by the laws of the Commonwealth of Massachusetts without regards to principles on conflicts of law. The parties agree to exclude, in its entirety, the application of the United Nations Convention on Contracts for the International Sale of Goods.

8.8 In the event that any one or more provisions contained in this Agreement should be held to be unenforceable, its unenforceability shall not affect any other provisions of this Agreement. The unenforceable provision shall be replaced by an enforceable provision most nearly effecting the intention of the parties.

8.9 The headings in this Agreement are for convenience only, and shall not constitute a part of or be referred to in interpreting this Agreement.