
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of August 2022

Commission File Number: 001 - 36130

voxeljet AG

(Exact Name of Registrant as Specified in Its Charter)

**Paul-Lenz-Straße 1a
86316 Friedberg
Germany**

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒

Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

Other Events

On August 11, 2022, voxeljet AG (the “Company”) issued a press release announcing that the Company has entered into a sale-leaseback arrangement expected to generate approximately €26.5 million in gross proceeds. The Company plans to use the proceeds from this transaction to repay its financial liabilities. The press release is attached hereto as Exhibit 99.1.

Also on August 11, 2022, the Company entered into a Security Release Agreement (the “Agreement”) with the European Investment Bank (the “EIB”), pursuant to which, upon repayment of its debt agreement with EIB with proceeds from the sale-leaseback arrangement, the EIB will release the Company from all obligations and liabilities under (i) a Land Charge Deed and (ii) a Security Purpose Agreement (both, as defined in the Agreement). A copy of the Agreement is attached hereto as Exhibit 99.2.

Exhibits

99.1 [voxeljet AG Press Release.](#)

99.2 [Security Release Agreement between European Investment Bank and voxeljet AG, dated August 11, 2022.](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

voxeljet AG

By: /s/ Rudolf Franz

Name: Rudolf Franz

Title: Chief Financial Officer

Date: August 11, 2022



voxeljet AG Enters into Sale-Leaseback Transaction for German Facility

- Sale-Leaseback Transaction of its German facility is expected to generate approximately €26.5 million in gross proceeds
- With the proceeds, voxeljet AG plans to repay its outstanding financial liabilities
- Maintains commitment to its Munich-area operations by signing a 15-year lease term, with two consecutive five-year extension options

Friedberg, Germany, August 11, 2022 — voxeljet AG (NASDAQ: VJET) (the “Company”, “voxeljet”, or “we”), a provider of high-speed, large-format 3D printers and on-demand parts services to industrial and commercial customers, today announced it has entered into a sale-leaseback arrangement expected to generate approximately €26.5 million in gross proceeds. The Company plans to use the proceeds from this transaction to repay its financial liabilities. The transaction is expected to close towards the end of the third quarter 2022.

The sale-leaseback transaction involving the Company’s 135,380 square foot facility in Friedberg, Germany, was entered into with an institutional, unaffiliated real estate investor, and is subject to regulatory approvals in the Federal Republic of Germany. The leaseback of the facility provides for a fifteen-year lease commitment with two consecutive five-year extension option periods.

“As we continue on our path towards profitability, this sale-leaseback transaction aligns with our objective to source non-dilutive financing,” said Rudolf Franz, COO & CFO of voxeljet. “We plan to use the proceeds to repay our outstanding financial liabilities and focus on our main business, which is developing, manufacturing and selling high-tech, industrial 3D printers.”

The Friedberg facility serves as voxeljet’s headquarters as well as its center of excellence for research, development and production of the Company’s 3D printing systems.

About voxeljet

voxeljet is a leading provider of high-speed, large-format 3D printers and on-demand parts services to industrial and commercial customers. The Company’s 3D printers employ a powder binding, additive manufacturing technology to produce parts using various material sets, which consist of particulate materials and proprietary chemical binding agents. The Company provides its 3D printers and on-demand parts services to industrial and commercial customers serving the automotive, aerospace, film and entertainment, art and architecture, engineering and consumer product end markets. For more information, visit <http://www.voxeljet.de/en/>.

Cautionary Statement on Forward-Looking Statements

This press release contains forward-looking statements concerning our business, operations and financial performance. Any statements that are not of historical facts may be deemed to be forward-looking statements. You can identify these forward-looking statements by words such as “believes,” “estimates,” “anticipates,” “expects,” “projects,” “plans,” “intends,” “may,” “could,” “might,” “will,” “should,” “aims,” or other similar expressions that convey uncertainty of future events or outcomes. Forward-looking statements include statements regarding our intentions, beliefs, assumptions, projections, outlook, analyses or current expectations concerning, among other things, the projected timing and successful completion of the sale-leaseback transaction, our results of operations, financial condition and business outlook, the industry in which we operate and the trends that may affect the industry or us. Although we believe that we have a reasonable basis for each forward-looking statement contained in this press release, we caution you that forward-looking statements are not guarantees of future performance. All of our forward-looking statements are subject to known and unknown risks, uncertainties and other factors that are in some cases beyond our control and that may cause our actual results to differ materially from our expectations, including those risks identified under the caption

“Risk Factors” in the Company’s Annual Report on Form 20-F and in other reports the Company files with the U.S. Securities and Exchange Commission. Except as required by law, the Company undertakes no obligation to publicly update any forward-looking statements for any reason after the date of this press release whether as a result of new information, future events or otherwise.

Contact

Investors and Media

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Execution Copy

Security Release Agreement

Voxeljet AG

as Borrower or Obligor

Voxeljet America Inc.

as Guarantor

and

The European Investment Bank

as Lender

11 August 2022

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THIS SECURITY RELEASE AGREEMENT (the "**Agreement**") is made on 11 August 2020

BETWEEN:

- (1) **VOXELJET AG.**, with its business address at Am Silbermannpark 1 b, 86161 Augsburg, Germany, registered in the commercial register at the local court "**Amtsgericht**" Augsburg under HRB 27999 as borrower (the "**Borrower**");
- (2) **Voxeljet America Inc.**, a company organised under the laws of Delaware, having its principal place of business at 41430 Haggerty Circle Canton, Michigan 48188 USA, with registration number 5477136 (the "**Guarantor**");
- and
- (3) **THE EUROPEAN INVESTMENT BANK**, with its seat at 100 boulevard Konrad Adenauer, L-2960 Luxembourg, Luxembourg as lender (the "**Lender**")

The parties named in paragraphs (1) to (3) are together referred to as the "**Parties**" and each a "**Party**".

WHEREAS

- (A) Reference is made to (i) a facility agreement the Borrower and the Lender have entered into on 9 November 2017 (as amended from time to time), pursuant to which the Lender has agreed to make available certain credit facility to the Borrower up to an aggregate amount of EUR 25,000,000 (the "**Facility Agreement**"), (ii) a Luxembourg law governed synthetic warrant agreement between the Borrower (as obligor) and the Lender (as beneficiary) (the "**Warrant Agreement**") and (iii) a Luxembourg law governed first demand guarantee agreement between the Guarantor and the Lender (as beneficiary) (the "**Guarantee and Indemnity Agreement**").
- (B) The Borrower intends to voluntarily prepay all monies outstanding under or in connection with the Facility Agreement the Warrant Agreement and the Guarantee and Indemnity Agreement. The Parties enter into this Agreement in order to agree on the release of any security and/ or guarantees granted to secure the obligations owed to the Lender under or in connection with the Finance Documents (as such term is defined in the Facility Agreement).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) In this Agreement terms used but not otherwise defined herein shall have the meanings ascribed to them in the Facility Agreement.
- (b) The following terms shall have the meaning ascribed to them as follows:

"Assumption of Personal Liability" means the Borrower's assumption of personal liability "*persönliche Haftungsübernahme*" undertaken in clause 6 (Persönliche Haftungsübernahme mit Zwangsvollstreckungsunterwerfung (Schuldversprechen)) of the Land Charge Deed by way of a promise to fulfil an obligation "*Schuldversprechen*" towards the Lender;

"Land Charge" means the land charge (*Grundschild*) created under the Land Charge Deed;

"Land Charge Deed" means the notarial deed of the notary Dr. Walter Grafberger with official seat in Augsburg, dated 6 March 2020, notarial roll of deeds no. 470/2020;

"Security Documents" means the Land Charge Deed and the Security Purpose Agreement;

"Security Purpose Agreement" means a German law governed security purpose agreement in relation to the Land Charge between the Borrower as chargor and the Lender dated 9 March 2020; and

"Suspensive Condition" means the suspensive condition (*aufschiebende Bedingung*) as defined in clause 5.1 (Suspensive Condition).

2. **RELEASE OF SECURITY**

2.1 Subject to the occurrence of the Suspensive Condition:

- (a) the Lender cancels the Land Charge by a separate cancellation declaration (*Löschungsbewilligung*) and releases the Borrower from all obligations and liabilities thereunder and under the Assumption of Personal Liability;
- (b) the Lender releases the Borrower from all of its obligations under the Security Purpose Agreement and re-assigns the claims assigned to it thereunder to the Borrower;
- (c) the Borrower accepts all such releases and re-assignments; and
- (d) the Lender and the Borrower agree that the Security Documents are terminated and that the Lender does not have any further or remaining rights or claims against, and no further obligations towards, the Borrower under the Security Documents.

2.2 The Lender will (after the signing of this Agreement) provide the notary Markus Riemenschneider with offices in Munich, Germany with a cancellation consent declaration (*Löschungsbewilligung*) in relation to the Land Charge, together with an escrow mandate allowing the notary to make use of the cancellation consent declaration on the only condition that the Lender has confirmed to the notary that the Suspensive Condition has occurred.

2.3 The Lender will destroy the enforceable copy of the Land Charge Deed after the Suspensive Condition has occurred.

3. **TERMINATION AND RELEASE OF FURTHER OBLIGATIONS**

Subject to the occurrence of the Suspensive Condition and without prejudice to general provisions of the law, the Parties agree that:

- 3.1 all Security Documents, the Guarantee and Indemnity Agreement, the Warrant Agreement and other Finance Documents are terminated and the security interests and guarantees and indemnities granted to the Lender as well as any of the covenants, undertakings, representations, warranties, liabilities and obligations (whether present or future, actual or contingent) of any of the Borrower, the Guarantor, any other security grantor or guarantor under any of the Finance Documents shall irrevocably cease to exist, and no further rights, titles, interests, authorisations or claims of the Lender shall arise thereunder following the occurrence of the Suspensive Condition;
- 3.2 the Lender does not have any further or remaining rights or claims against, and no further obligations towards, the Guarantor, any security grantor or guarantor under the Security

Documents, the Guarantee and Indemnity Agreement, the Warrant Agreement and the other Finance Documents; and

- 3.3 the Borrower, the Guarantor, any other security grantor or guarantor are released from all present and future liabilities (both actual and contingent and including, without limitation, by way of guarantee, indemnity or otherwise) under the Finance Documents to which they are a party.

For the avoidance of doubt, the Parties acknowledge and agree that in the event of any potential challenge of the Borrower's payment constituting the Suspensive Condition in any insolvency proceedings over its assets, the foregoing releases of security interests or obligations under and/or terminations of the Security Documents, the Guarantee and Indemnity Agreement, the Warrant Agreement and the other Finance Documents will be considered as void to the extent any such challenge proves to be successful, and as a consequence the released security interests or obligations and the terminated rights and agreements shall be treated as reinstated, to the extent possible pursuant to applicable law, or be reinstated by the Parties.

4. **FURTHER ASSURANCE**

Subject to the occurrence of the Suspensive Condition, the Lender will at the Borrower's written request and expense make such further statements and execute such further documents as may be reasonably necessary to give effect to the discharges and releases as set out in this Agreement.

5. **SUSPENSIVE CONDITION**

- 5.1 All releases, re-assignments and terminations referred to in clauses 2 (Release of Security) and 3 (Termination and Release of Further Obligations) of this Agreement will be effective upon the suspensive condition (*aufschiebende Bedingung*) that Lender has unconditionally and irrevocably received EUR 22,000,000.00 to the bank account of The European Investment Bank IBAN: LU92998000000000000001, Swift Code / BIC: BEILLULLXXX, (Remark: /RT or direct via TARGET2 (DVT)), reference: voxeljet release

(the "**Suspensive Condition**").

- 5.2 The Lender hereby agrees to promptly notify the Borrower and the acting notary of the occurrence of the Suspensive Condition and thereby release the acting notary from the notarial escrow instructions (*Entlassung aus den Treuhandaufträgen*).

6. **MISCELLANEOUS**

6.1 **Finance Document**

In accordance with the terms of the Facility Agreement this Agreement is designated as a Finance Document.

6.2 **Waiver**

No failure (or partial failure) on the part of the Lender to exercise or any delay in exercising any rights hereunder shall operate as a waiver or forfeiture thereof, nor shall any single or partial exercise of any right prevent any further or other exercise thereof or of any other rights. Any statutory legal remedies shall not be limited or excluded by the Finance Documents.

6.3 **Partial Invalidity**

If any of the provisions of this Agreement is or becomes invalid, unenforceable or impractical in whole or in part, the validity of the other provisions hereof shall not be

affected. In that case the invalid, unenforceable or impractical provision is deemed to be replaced by such valid, enforceable or practical provision or arrangement, which corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the Parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision which it needs to contain in order to achieve the economic purpose as expressed herein "*Regelungslücke*".

6.4 **Supplements and Amendments**

Any supplements or amendments to this Agreement, including this clause 6.4 (Supplements and Amendments), must be made in writing.

6.5 **Costs and Fees**

The Borrower will bear all costs, expenses and fees (including legal costs), in each case plus value-added tax, if applicable, accruing thereon, incurred in connection with the preparation, execution, administration, performance and enforcement of this Agreement, including all registration and court fees and the lawyers' fees.

6.6 **Termination**

This Agreement will be automatically terminated on 1 November 2022 if the Suspensive Condition is not fulfilled before that date.

6.7 **Counterparts**

This Agreement may be executed in any number of counterparts and by way of facsimile exchange or electronically transmitted PDF of executed signature pages, all of which together shall constitute one and the same Agreement.

6.8 **Governing Law and Place of Jurisdiction**

- (a) This Agreement and any non-contractual obligation "*außervertragliches Schuldverhältnis*" arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- (b) Place of jurisdiction for any and all actions or proceedings arising out of or in connection with this Agreement shall be the courts in Frankfurt am Main. To the extent legally admissible, the Lender may bring legal action against the Borrower before any other court of competent jurisdiction.

SIGNATURE PAGE

THE EUROPEAN INVESTMENT BANK:
as Lender

/s/ Aleksander Skornik
(Signature)

/s/ Marie Lesschaeve
(Signature)

ALEKSANDER SKORNIK
(Name in block letters)

MARIE LESSCHAEVE
(Name in block letters)

HEAD OF DIVISION
(Title in block letters)

COUNSEL
(Title in block letters)



VOXELJET AG:
as Borrower and Security Grantor

<u>/s/ Dr. Ingo Ederer</u> (Signature)	<u>(Signature)</u>
<u>Dr. Ingo Ederer</u> (Name in block letters)	<u>(Name in block letters)</u>
<u>CEO</u> (Title in block letters)	<u>(Title in block letters)</u>

VOXELJET America Inc.
as Guarantor

<u>/s/ Rudolf Franz</u> (Signature)	<u>(Signature)</u>
<u>Rudolf Franz</u> (Name in block letters)	<u>(Name in block letters)</u>
<u>Managing Director</u> (Title in block letters)	<u>(Title in block letters)</u>