



As of: 1 August 2022

## General Terms and Conditions of Sale

### § 1 General, Scope of Application

1. The following Laser 2000 GmbH General Terms and Conditions of Sale of Laser 2000 (hereinafter referred to as the 'GTC') apply exclusively and for all business relations with our customers; conflicting terms or conditions of the customer deviating from the GTC shall not be recognized unless Laser 2000 has expressly agreed to their validity in writing. The GTC shall also apply if Laser 2000 is aware of the terms and conditions of the customer that are contrary to or deviate from these GTC. The GTC shall also apply to future business with the customer.
2. All agreements on deliveries and services concluded separately between Laser 2000 and the customer shall be recorded in writing in the relevant contract and any additional agreements. Individual agreements with the customer (including collateral agreements and amendments) shall take precedence over these GTC. A written agreement or written confirmation from Laser 2000 shall prevail for the content of such agreements.
3. The GTC only apply to contractors (Section 14 of the German Civil Code), which also include freelancers, insofar as they do not act exclusively as consumers according to Section 13 of the German Civil Code, as well as legal persons of public law and public special funds within the meaning of Section 310, Paragraph 1 of the German Civil Code. The General Terms and Conditions of Business apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as 'goods'), regardless of whether Laser 2000 buys the goods itself or purchases them from suppliers (Sections 433, 651 of the German Civil Code). In addition, the GTC shall also apply to all services contractually assumed by Laser 2000 (such as services, installation work, training, and seminars), regardless of whether Laser 2000 carries out such services itself or whether they are carried out by third parties commissioned by Laser 2000.
4. Legally relevant declarations and announcements to be made by Laser 2000 after conclusion of the contract (for example deadlines, notification of defects, declaration of rescission and reduction) must be in the written form in order to take effect.
5. References to the validity of statutory provisions are for the purposes of clarification only. Even without a clarification of this kind, the statutory provisions therefore apply insofar as they are not directly modified or expressly excluded from these GTC.

### § 2 Offer

1. If the customer order contains all the information required for the conclusion of a purchase contract and if it is thus qualified as an offer to conclude a contract with Laser 2000, Laser 2000 may accept this offer within four weeks after delivery. The acceptance of the offer can only take place by written confirmation by Laser 2000.

2. Laser 2000 offers are free and non-binding. This also applies if Laser 2000 has left the customer catalogs, technical documentation (such as drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents – including in electronic form.
3. Laser 2000 reserves property rights copyrights, and exclusive rights of use to images, drawings, calculations, films, stencils, slides, reproductions, blueprints, and other documents; they may not be made accessible to third parties or utilized by the customer for itself or third parties without the written consent of Laser 2000. Otherwise, Laser 2000 shall be entitled to demand compensation without prejudice to further rights.

### **§ 3 Prices, Terms of Payment, Delay, Installment Payment, Offsetting, Right of Retention**

1. The prices of Laser 2000 are EXW according to Incoterms 2010 (ex works according to the location indicated in the quotation or order confirmation). Unless otherwise agreed in the individual case, the current prices of Laser 2000 apply at the time of the conclusion of the contract.
2. Packaging costs as well as the costs of the return of the packaging are calculated separately, as indicated in the respective contract. Laser 2000 will not accept transport and all other packaging according to the packing regulations; this becomes the property of the customer, with the exception of pallets. The same applies to delivery and insurance costs, if the customer wishes a shipment and the conclusion of transport insurance. Insofar as Laser 2000 does not invoice actual delivery costs incurred in the individual case, a delivery cost lump sum according to the offer or order confirmation shall be deemed agreed.
3. For orders under a net value of €250.00, a minimum quantity surcharge of €100.00 will be charged.
4. The legal VAT is not included in the prices of Laser 2000. It is stated separately in the respective legal amount in the invoice.
5. The purchase price is due and payable within 14 days from the date of invoice and delivery or acceptance of the goods. For all contracts, however, Laser 2000 is entitled to demand a down payment of 40 percent of the purchase price if no other payment agreements have been agreed in individual terms. The deposit is due and payable within 14 days of the invoice. If Laser 2000 is able to prove a higher default, Laser 2000 is entitled to assert it. The claim of Laser 2000 on the commercial maturity interest (Section 353 of the German Commercial Code) remains unaffected by the buyer.
6. If, after conclusion of the contract, it becomes apparent that Laser 2000's claim to the purchase price is jeopardized by a lack of the customer's performance capacity (if for example, the initiation of insolvency proceedings is filed), Laser 2000 is, in accordance with the statutory provisions on the refusal of performance, to withdraw from the contract (Section 321 of the German Civil Code). In the case of contracts for the production of unacceptable items (individual productions), Laser 2000 can immediately declare rescission; the statutory provisions on the dispensability of the deadline shall remain unaffected.

7. Checks will only be accepted for the sake of fulfillment and will be valid only after their irrevocable crediting on the account of Laser 2000.
8. Any duties, charges, taxes, and other public charges shall be borne by the customer.
9. The customer is only entitled to set-off or withholding if their counterclaim is legally established, undisputed, or recognized by Laser 2000. In the case of defects in the delivery, the opposing rights of the customer, in particular to the retention of a proportionate part of the price proportionate to the defect, remain unaffected.

#### **§ 4 Reservation of Title**

1. Laser 2000 retains the title to the subject of the contract until all payments resulting from the contractual relationship with the customer have been received. In the event of culpable breach of contract by the customer, Laser 2000 shall be entitled to rescind the contract and to demand the subject of the contract due to the reservation of title and withdrawal. If the customer does not pay the due purchase price, Laser 2000 may only assert such rights if Laser 2000 has previously set a reasonable deadline for payment to the customer or if such a deadline is no longer required by law.
2. The customer is obligated to handle goods subject to retention of title with care; in particular, they are obligated to insure them at their own expense against fire, water, and theft damages and to extend their operational liability to the subject of the contract. The customer already assigns all claims from the insurance contract or against possible damages to Laser 2000. Laser 2000 accepts this assignment. Laser 2000 is entitled to demand the production of proof of the existence of the insurance cover. Compensation payments that Laser 2000 receives from the aforementioned insurance companies and/or from a third party are charged to the services to be provided by the customer. If maintenance work is required, the customer must do so at their own expense in a timely manner.
3. The goods subject to retention of title may neither be pledged to third parties nor transferred to the security prior to the complete payment of the secured claims. Furthermore, the customer is obligated to notify Laser 2000 immediately if and to the extent that third parties access the goods owned by Laser 2000.
4. The customer is entitled to resell and/or process the subject of the contract under retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
5. The retention of title by Laser 2000 extends to the full value of the product resulting from the processing, mixing, or linking of the subject of the contract, whereby Laser 2000 is deemed a manufacturer. If, in the case of processing, mixing, or combining the subject of the contract with goods of third parties, ownership of the goods exists, then Laser 2000 acquires co-ownership in the ratio of the invoice values of the processed, blended, or connected goods. In all other respects, the same applies to the resulting product as to the subject of the contract supplied under retention of title.

6. The claims arising out of the resale of the subject of the contract or of the product against third parties shall already be transferred to the customer at the time of the respective ownership share of Laser 2000 as described in Clause 5 above. Laser 2000 accepts the assignment. The obligations of the Customer as set out in Clause 3 shall also apply in respect of the assigned claims.
7. The customer remains authorized to collect the claim in addition to Laser 2000. Laser 2000 undertakes not to collect the claim as long as the customer complies with their payment obligations vis-à-vis Laser 2000, is not in default with payment, has not filed for the initiation of insolvency proceedings, and there is no other defect in the performance of the customer. If this is the case, however, Laser 2000 may require the customer to disclose the assigned claims and their debtors to Laser 2000, to provide all information necessary for collection, to hand over the related documents, and to notify the debtors (third parties) of the assignment.
8. If the realizable value of the collateral exceeds the requirements of Laser 2000 by more than 10 percent, Laser 2000 will release collateral at its own discretion.

#### **§ 5 Delivery and Performance, Delay**

1. The delivery period is agreed individually or specified by Laser 2000 upon acceptance of the order.
2. Insofar as Laser 2000 cannot comply with binding delivery times for reasons beyond Laser 2000's control (non-availability of the service), Laser 2000 will notify the customer without undue delay and at the same time indicate the prospective new delivery period. If the service is not available within the new delivery period, Laser 2000 is entitled to withdraw from the contract in whole or in part; Laser 2000 will immediately reimburse return service that has already been provided by the customer. In the case of the non-availability of the service in this sense, in particular the non-timely self-delivery by the supplier of Laser 2000, if Laser 2000 has concluded a congruent cover transaction, neither Laser 2000 nor the supplier is at fault, or Laser 2000 is not obligated to procure in individual cases. If the non-availability of the service lasts longer than two months, the customer is entitled, after setting a reasonable extension, to withdraw from the contract if they prove that the fulfillment of the contract which is still outstanding or partly outstanding is no longer of interest due to the delay.
3. The occurrence of the delayed delivery of Laser 2000 is determined by law. In any case, a reminder is required by the customer. If Laser 2000 is in default of delivery, the customer may demand a lump sum compensation for their default damage. The lump-sum compensation is 0.5 percent of the net price (delivery value) for each completed calendar week of delay, but a maximum of 5 percent of the delivery value of the delayed delivery. Laser 2000 reserves the right to prove that the customer has suffered no damage or only a significantly lower loss than the above price.
4. The observance of the delivery and performance obligation by Laser 2000 requires the timely and proper fulfillment of all contractual obligations by the customer.

5. 5. If the customer is in default of acceptance, or if they violate other cooperation obligations, or if the delivery is delayed by Laser 2000 for other reasons for which the customer is responsible, Laser 2000 shall be entitled to demand compensation for the damage resulting therefrom, including additional costs (such as storage costs). For this purpose, Laser 2000 calculates a lump-sum compensation of 0.5 percent of the order value per calendar day, beginning with the delivery period or – in the absence of a delivery period – with the dispatch ability for the subject of the contract. In this case, the risk of an accidental loss or accidental deterioration of the subject of the contract also passes to the customer at the time when the latter is in default of acceptance.
6. In lieu of a specific damage to be proved, Laser 2000 shall be entitled to charge loss compensation in the amount of 25 percent of the order sum. The customer is allowed to prove a lower damage.
7. If the delivery of the object of purchase is agreed on demand, the acceptance shall be carried out by the customer no later than one year from the date of the order being placed. If this deadline is exceeded, the customer is in default of acceptance.

#### **§ 6 Transfer of Risk, Transport Insurance, Delivery Conditions**

1. Deliveries by Laser 2000 are subject to the Incoterms 2010 of the ICC Paris/version of 1 January 2011.
2. In the case of shipment, Laser 2000 will, at the expense of the customer, conclude transport insurance in their own favor. Transport damage shall be reported immediately to Laser 2000 and the forwarding agent in writing.
3. Partial deliveries by Laser 2000 are permissible provided they are not unreasonable.

#### **§ 7 Warrant of Merchantability**

1. The statutory provisions apply to the rights of the customer in the event of material and legal deficiencies (including incorrect and short delivery, improper assembly, or faulty assembly instructions), unless otherwise stipulated in the following. The basis for the defect liability of Laser 2000 is above all the agreement made about the nature of the subject of the contract. The product descriptions described as such (including by the manufacturer), which are handed over to the customer prior to placing the order or are included in the contract in the same way as these, shall be regarded as an agreement on the nature of the subject of the contract. Insofar as the nature has not been agreed upon, the statutory regulation must be used to assess whether a defect exists or not (Section 434, Paragraph 1, Sentences 2 and 3 of the German Civil Code). The customer's warranty rights presuppose that the customer has properly and in writing fulfilled their inspection and complaint obligations pursuant to Sections 377, 381 of the German Commercial Code. The notification is deemed to be immediate if it takes place within two weeks, whereby timely sending of the notice is sufficient to ensure the deadline. Irrespective of this obligation to inspect and to notify the customer, the customer must provide notification of obvious defects (including incorrect and

short delivery) within two weeks from delivery, in which case the timely dispatch of the notice is sufficient. If the customer fails to conduct proper inspection and/or notice of defects, the liability of Laser 2000 for the defect for which no notification was provided is excluded.

2. Deliveries that prove to be defective at the time of the transfer of risk shall be delivered or reworked as selected by the customer by Laser 2000 (supplementary performance). The customer shall make every effort to assist Laser 2000 with fault detection and rectification of defects. Laser 2000 may refuse the selected type of supplementary performance or the entire supplementary performance if it is only possible with disproportionate costs. If Laser 2000 provides a defect-free item for the purpose of the supplementary performance, the customer has to return the delivered item back.
3. 3. If Laser 2000 is not ready or unable to remedy the defect/replacement delivery, in particular, it is delayed beyond reasonable time periods for reasons which are the responsibility of Laser 2000 or if the defect repair/replacement delivery fails in any other way, the customer is entitled to choose within the framework of the statutory provisions, to demand rescission, reduction, or compensation. The defect elimination/replacement delivery shall only be deemed to have failed if three attempts have been unsuccessful.
4. Damage claims against Laser 2000 due to defects are governed by Section 8.
5. No warranty is accepted for damages resulting from changes made to the delivery item without the consent of Laser 2000. The warranty for semiconductor components, in particular semiconductor diodes, is excluded.
6. The warranty period – in deviation from Section 438, Paragraph, 1, Number 3 of the German Civil Code – amounts to one year from the statutory start of limitation.
7. Any warranty of Laser 2000 is void if the customer does not handle the purchased item according to the operating instructions, does not regularly maintain and care for the item, and if the resulting defect is attributable to this. The same shall apply if the customer does not fulfill their contractual obligations vis-à-vis Laser 2000.

## **§ 8 Total Liability and Damages**

1. Unless otherwise specified in these GTC, including the following provisions, Laser 2000 shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
2. Laser 2000 shall be liable for damages, irrespective of the legal basis, in case of intent and gross negligence. Laser 2000 is only liable for negligence
  - a. for damages from injury to life, body, and health.
  - b. for damages resulting from a breach of a material contractual obligation (obligation the fulfillment of which makes the proper contractual performance possible and on which the

customer may regularly rely and trust); in which case the liability is limited to the replacement of foreseeable, typically occurring damage.

3. The liability limitations resulting from Clause 2 shall not apply insofar as Laser 2000 maliciously concealed a defect or has assumed a guarantee for the nature of the subject of the contract. The same applies to claims of the customer pursuant to the German Product Liability Act.
4. In the event of a breach of duty that does not consist of a defect, the customer can only rescind or terminate the contract if Laser 2000 is responsible for the breach of duty. Non-compliance with specifications is excluded. A free right of termination of the customer (in particular pursuant to Sections 651, 649 of the German Civil Code) is excluded. In addition, the legal requirements and legal consequences apply. In the case of an unauthorized cancellation of the order or an unjustified withdrawal from the contract, the customer must pay lump-sum compensation to Laser 2000 in the amount of 25 percent of the order sum. Laser 2000 reserves the right to make additional claims in case of higher damage. The customer has the right to prove that damage or impairment has not occurred at all or is considerably lower than the aforementioned flat-rate compensation.
5. As far as the liability of Laser 2000 is excluded or restricted, this also applies to the personal liability of its employees, workers, personnel, and vicarious agents.
6. The limitation period for claims for damages against Laser 2000 is one year from the statutory start of limitation. This does not apply in the cases of the previous Clause 2, Sentences 1, 2 a) and Clause 3. In these cases, the limitation period for claims for damages against Laser 2000 remains at the statutory limitation period.

## **§ 9 Disposal Responsibility of the Customer**

1. The customer is obligated to properly dispose of the delivered subjects of the contract after completion of the use at their own expense according to the respectively valid legal regulations. The customer hereby indemnifies Laser 2000 from the existing statutory obligations to take back the goods, in particular from Section 10, Paragraph 2 of the German Electrical and Electronic Equipment Act (ElektroG) and related claims of third parties.
2. If the customer transfers the subjects of the contract to households other than private households, the customer is obligated to obligate the recipient of the subjects of the contract to dispose of them at the end of their use at their own expense according to the respectively applicable legal regulations and to impose a further obligation in the event that these objects are passed on to other recipients. If the customer neglects the aforementioned contractual obligation of the recipients of the contract items, then the customer is obligated to take back the subjects of the contract from the respective recipient at the end of their use at the customer's own expense and to dispose of them properly according to the respectively valid legal regulations.

3. The aforesaid claim of Laser 2000 for acceptance or exemption by the customer does not become statute-barred before expiry of two years after the final termination of the use of the contract items. The two-year period of expiry commences at the earliest with the receipt of a written communication from the customer at Laser 2000 on the termination of use.

#### **§ 10 Export Clause**

1. The deliveries under this contract are subject to the condition that their fulfillment does not pose any obstacles to national or international export control provisions, such as embargoes or other sanctions. The customer undertakes to provide all information and documents required for export or shipment. Delays due to export inspections or approval procedures invalidate deadlines and delivery times. If required approvals are not granted, or if the delivery and service are not approvable, the contract shall be deemed not to have been concluded with regard to the affected parts.
2. If Laser 2000 does not obtain the necessary official authorizations for the execution of the contract within a reasonable time, but at least within 12 months after conclusion of this contract, or if the customer does not obtain the necessary documents for approval, Laser 2000 is entitled to withdraw from the contract. If Laser 2000 has already been performed at the time of the withdrawal declaration and at the customer's request, Laser 2000 reserves the right to a pro rata payment. Laser 2000 may terminate the contract without notice if Laser 2000's termination is required to comply with national or international statutory regulations.
3. In the event of termination pursuant to Clause 2, the assertion of a claim for damages, or the assertion of other rights by the customer due to the termination is excluded.
4. The customer shall, upon transfer of the delivered goods to third parties in Germany and other countries, comply with the applicable regulations of national and international export control law.
5. The procurement of any required import authorization is the responsibility of the customer.

#### **§ 11 Jurisdiction, Miscellaneous**

1. The law of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.
2. Munich shall be the place of jurisdiction for all disputes arising from the business relationship.
3. Deviations from these sales conditions require the written form. This also applies to the abolition of this requirement for written form itself.