

General Terms and Conditions of ACSYS Lasertechnik GmbH

1. General

All offers and deliveries of ACSYS Lasertechnik GmbH are exclusively governed by the following General Terms and Conditions, which form an essential component of the purchase agreement. We shall only be bound by divergent or additional agreements and shall in particular only be bound by the General Terms and Conditions of Procurement of the customer in circumstances where we have confirmed such divergent or additional agreements in writing. Our silence does not constitute acceptance. Acceptance by the customer of our General Terms of Sale and Delivery, including tacit acceptance, instead constitutes binding recognition of our General Terms and Conditions and a waiving by the customer of the customer's own General Terms and Conditions.

2. Offer and acceptance of order

Our offers are without engagement. The scope of our duty of performance is solely stipulated by our written confirmation of order. Within the scope of the present General Terms and Conditions, orders do not become binding for us until confirmed by us in writing. Even in the case of confirmed orders, we shall be released from duty of delivery if there are any particular reasons – e.g. an official directive, force majeure or absence of deliveries to our works for a specific reason – which render execution of orders impossible. We reserve the right to alter constructions and forms up until the point of delivery insofar as this does not change use of the goods. The documents forming the basis of our offer, such as diagrams, drawings, measurements and indications of weight, shall normally be viewed as approximate values only.

3. Particular agreements

All particular agreements, especially verbal arrangements, arrangements made by telephone and side agreements, shall only be legally binding if confirmed by us in writing.

4. Prices

Insofar as no other currency has been agreed and insofar as nothing to the contrary has been stipulated in the purchase agreement, prices are stated in euro ex works the manufacturer or, in the case of stock items, ex warehouse Kornwestheim. We reserve the right to amend prices in the event of material shifts in costs. In the event of an increase, the seller shall notify the customer of such a circumstance in writing no later than four weeks before dispatch of the goods. In such a case, the customer will have the right to withdraw from the purchase agreement within eight days of receipt of the notification.

5. Delivery times

Delivery times remain without engagement until acceptance of order by us. The customer is required to set us an appropriate subsequent deadline in circumstances where binding delivery deadlines are not met due to a fault on our part. If no delivery takes place within this subsequent deadline, the customer may withdraw from the contract to the exclusion of all other claims. The customer is required to accept partial deliveries.

6. Transport insurance

Transport insurance is only concluded by us at the express wish of the customer, and the costs of such insurance are borne by the customer. Risk is transferred to the customer at the time when goods ordered are passed into the care of the railway, a freight forwarder or another transport company.

This applies regardless of whether we are liable for the transport costs or not. If dispatch is delayed because of the conduct of the customer, all risk is transferred to the customer at the time when notification is given that goods are ready for dispatch.

7. Conditions of payment

We deliver and provide performance on the basis of payment in advance or payment on delivery. If delivery or performance is provided for future payment on the basis of particular agreements, our claims shall fall due for net payment without deduction no later than 30 days of receipt of invoice. Payment shall be made in cash or via no-fee bank transfer to our business accounts. Cash discounts are only granted by us following written confirmation. Checks and bills of acceptance are only accepted on account of payment. The latter are only accepted on the basis of separate agreements. Bill of exchange expenses and discount fees in accordance with the rates of private banks shall be borne by the customer. Payments will not be deemed to have been rendered until the day on which we are able to dispose of the invoice amount without incurring any loss. Assertion of rights of retention is excluded. The setting off of claims against counterclaims of the customer is also excluded unless this involves claims of the customer which have been recognized by us or claims of the customer which have been established in law. Immediate net payment must be made for repairs and customer services.

In the event of default of payment, penalty interest will be charged in the amount of 8% per annum above the respective discount rate of the German Central Bank. This shall be without prejudice to the assertion of further claims. We are entitled to make further deliveries dependent on the timely receipt of payments. If, after conclusion of contract, we become aware of circumstances which reduce the creditworthiness of the customer, we shall be entitled to withdraw from the order and to require immediate payment or surrender of the goods delivered. If goods taken back have already been used by the customer and have thus been reduced in value, we shall be entitled to invoice an appropriate amount for impairment.

8. Warranty

ACSYS Lasertechnik GmbH guarantees that goods sold are free from material and manufacturing errors at the time of transfer of risk. Warranty claims must be asserted in writing within the guarantee period following delivery of the goods. The duty of ACSYS Lasertechnik GmbH regarding warranty is limited to repair or the replacement of faulty goods at its discretion. If remedy of defect in respect of the product in question is not achieved despite the granting of an appropriate deadline for subsequent performance, the customer may, to the exclusion of all other claims, withdraw from the contract or reduce the purchase price accordingly. The warranty conditions of the respective manufacturers apply to products which are essentially third party in nature. The name and address of such manufacturers will be disclosed to the customer if required.

The customer is required to examine goods immediately after arrival of goods at the customer's premises. If such an inspection reveals a defect caused by a material or manufacturing error, the customer must provide notification of such a defect within 8 days of receipt of goods. Any warranty is excluded if the customer or a third party makes changes of any kind to goods, carries out any kind of repair to goods, uses goods erroneously or

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treats goods improperly. Consumable materials such as fuses, filters, coolants, laser bulbs and laser safety goggles are excluded from the warranty. Separate conditions apply to special parts and equipment for which a shorter warranty period needs to apply because of their technical design concept. Details regarding the scope of warranty and warranty deadlines are summarized in our Guarantee Conditions. The following separate conditions apply insofar as programs (software) are included in the scope of delivery:

All programs are carefully created and checked. Notwithstanding this, ACSYS Lasertechnik GmbH is not liable for damages caused by incorrect or incomplete programing. Our warranty duty for programs is exclusively limited to remedy of errors, whereby an instruction to circumvent the effect of a defect in the software is also deemed to constitute sufficient subsequent performance.

9. Liability for damages

We shall only be liable for damages of the customer to the extent that we or our vicarious agents can be blamed for intent or gross negligence. Any further liability is excluded. The above applies to all claims for compensation regardless of legal basis. Limitation of liability does not apply to damages caused by the absence of guaranteed properties. Notwithstanding this, consequential losses arising from defects shall only be compensated to the extent that the warranted characteristics were intended to protect the buyer against precisely such consequential losses. We will only be liable in the way described above for other consequential losses arising from defects.

10. Retention of title

All goods delivered by us remain in our ownership until such time as full payment is made of the purchase price including all ancillary costs. During the period of retention of title, the customer is not entitled to pledge goods delivered nor to offer such goods as collateral. Should the customer acquire ownership of the goods as a result of their incorporation into a movable item through processing or as a result of transformation, then the customer will – subject to any agreements to the contrary – transfer ownership to us of the item thus created for the purpose of securing the aforementioned claims and on the understanding that the customer will hold said item in safe custody for us free of charge. The customer is entitled to sell such an item or a product manufactured from such an item within the normal course of business. Claims arising against third parties as a result of the resale will be assigned to us in the amount of the original invoice amounts by way of security without any need for a specific agreement in each individual case. The customer will be entitled to collect this claim on our behalf as long as the customer meets his payment obligations vis-à-vis us. Notwithstanding this, we will be entitled to notify the third parties – who must be named on request – of the assignment of the claim and to issue said third parties with instructions. In the event of default of payment, we will be entitled to use retention of title as a basis to reclaim goods delivered and to dispose of such goods as we see fit. In the case of doubt, the exercising of this right shall not be deemed a withdrawal from the contract. Once payment has been received, the goods will be delivered to the customer within a reasonable new delivery deadline. In the event that the value of collateral exceeds the amount of claims to be secured by more than 20%, we will – at the request of the customer – release collateral to such an extent.

11. Export control regulations

Certain goods are subject to German export control regulations. The re-export of such goods from the country of destination is only possible with the consent of the Federal Office for Economic Affairs and Export Control in Frankfurt. The customer is responsible for ensuring compliance with the relevant regulations as far as to the end consumer.

12. Severability

In the event that one or more provisions contained within the present General Terms of Sale and Delivery shall become invalid, any such invalid provision will be replaced by an effective provision or arrangement which corresponds to or more closely reflects the ineffective provision in terms of the business outcome.

13. Place of fulfillment and place of jurisdiction

Place of fulfillment for both parties is Kornwestheim. Place of jurisdiction for both parties in respect of any disputes arising directly or indirectly from the contractual relationship – including in respect of summary proceedings relating to bills of exchange or checks – shall be Kornwestheim. Notwithstanding this, we may also assert claims against the customer at any other place of jurisdiction to which the customer is subject.

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