

## **General Terms and Conditions**

of LS Laser Systems GmbH

### **§ 1 Scope of application, form**

(1) These General Terms and Conditions of Sale (hereinafter: GTC) shall apply to all business relations between LS Laser Systems GmbH, Ernst-Heinkel-Ring 5-7, 85662 Hohenbrunn (hereinafter: Seller) and its customers (hereinafter: Buyer). The GTC shall only apply if the Buyer is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

(2) These GTC apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTC in the version valid at the time of the Buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without the Seller having to refer to them again in each individual case.

(3) These GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that the Seller has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the Seller carries out the delivery to the Buyer without reservation in the knowledge of the Buyer's General Terms and Conditions.

(4) Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or written confirmation by the Seller shall be decisive for the content of such agreements.

(5) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter or e-mail). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

### **§ 2 Conclusion of contract**

(1) The Seller's offers are subject to change and non-binding. This shall also apply if the Seller has provided the Buyer with catalogs, technical documentation (e.g. drawings, calculations, calculations, plans or references to applicable DIN standards), other product descriptions or documents - also in electronic form - to which the Seller reserves ownership rights and copyrights.

(2) By sending an order by e-mail to the Seller's e-mail address or by telephone, the Buyer places a legally binding order. The Buyer shall be bound by the order for a period of two (2) weeks after placing the order, the date of receipt of the mail by the Seller or the time of acceptance of the order by telephone by the Seller being decisive.

(3) A contract is only concluded when the Seller accepts the Buyer's order by means of a declaration of acceptance or by delivering the ordered items.

(4) If delivery of the goods ordered by the Buyer is not possible, for example because the goods in question are not in stock, the Seller shall refrain from issuing a declaration of acceptance. In this case, a contract is not concluded. The Seller shall inform the Buyer of this immediately.

(5) Commission transactions are not carried out.

### **§ 3 Delivery and delay in delivery**

(1) The delivery period shall be agreed individually or specified by the Seller upon acceptance of the order.

(2) If the Seller is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of the service), the Seller shall inform the Buyer of this immediately and at the same time inform the Buyer of the expected new delivery deadline. If the service is also not available within the new delivery period, the Seller shall be entitled to withdraw from the contract in whole or in part; the Seller shall immediately reimburse any consideration already paid by the Buyer. A case of non-availability of the service in this sense is in particular the failure of the supplier to deliver to the Seller in good time if the Seller has concluded a congruent hedging transaction, if neither the Seller nor its supplier is at fault or if the Seller is not obliged to procure the goods in the individual case.

(3) The rights of the Buyer pursuant to § 9 of these GTC as well as the statutory rights of the Seller, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

### **§ 4 Delivery, transfer of risk, acceptance, default of acceptance**

(1) Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be shipped to another destination (sale to destination). Unless otherwise agreed, the Seller shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory

provisions of the law on contracts for work and services shall also apply accordingly to any agreed acceptance. If the Buyer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(3) If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, the Seller shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). Additional expenses shall be invoiced as incurred. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected. The Buyer shall be entitled to prove that the Seller has suffered no loss at all or only a significantly lower loss than that calculated by the Seller.

(4) The Buyer may request in writing a postponement of the originally agreed delivery date by contacting the Seller at least 30 (thirty) calendar days prior to the delivery date stated in the Seller's original order confirmation or the latest estimated delivery date stated by the Seller in writing (collectively "Estimated Delivery Date"). The Seller may accept or reject any such request for postponement of the Delivery Date at its sole discretion.

(5) The Seller is entitled to make partial deliveries, provided that these are reasonable for the Buyer.

#### **§ 5 Prices and terms of payment**

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, namely ex warehouse, plus oversize flat rate and plus statutory VAT.

(2) In the case of sale by delivery to a place other than the place of performance (§ 4 para. 1), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

(3) The purchase price is due and payable within 30 days of invoicing and delivery or acceptance of the goods. However, the Seller is entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. The Seller shall declare a corresponding reservation at the latest with the order confirmation.

(4) The Buyer shall be in default upon expiry of the above payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. The Seller reserves the right to claim further damages caused by default. The Seller's claim to commercial maturity interest (§ 353 HGB) against merchants shall remain unaffected.

(5) Payments received by the Seller shall first be used for costs within the meaning of §367 BGB, then for interest and finally for the settlement of the oldest debt items.

(6) The Buyer shall only be entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights shall remain unaffected, in particular pursuant to § 7 (7) sentence 2 of these GTC.

(7) If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that the Seller's claim to the purchase price is jeopardized by the Buyer's inability to pay, the Seller shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), the Seller may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

(8) Decisive for the timeliness of the payment is the final credit entry on the Seller's account.

(9) Payments by bill of exchange are excluded.

#### **§ 6 Reservation of title**

(1) Until full payment of all current and future claims of the Seller arising from the purchase contract and an ongoing business relationship (secured claims), the Seller shall retain title to the goods sold.

(2) The Buyer shall store the goods subject to retention of title for the Seller free of charge.

(3) The Buyer shall insure the goods adequately for the duration of the retention of title, in particular against fire, burglary and water damage.

(4) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Buyer shall notify the Seller immediately in writing if an application for the opening of insolvency proceedings is filed or if the goods belonging to the Seller are seized by third parties (e.g. attachments).

(5) In the event of breach of contract by the Buyer, in particular non-payment of the purchase price due, the Seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not at the same time include a declaration of rescission; rather, the Seller is entitled to demand only the return of the goods and to reserve the right to rescind the contract. If the Buyer does not pay the purchase price due, the Seller may only assert these rights if the Seller has previously set the Buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

(6) Until revoked in accordance with (c) below, the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of the Seller's goods, whereby the Seller shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer hereby assigns to the Seller by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of any co-ownership share of the Seller in accordance with the above paragraph. The seller accepts the assignment. The obligations of the Buyer stated in paragraph 2 shall also apply in consideration of the assigned claims.

(c) The Buyer shall remain authorized to collect the claim in addition to the Seller. The Seller undertakes not to collect the claim as long as the Buyer fulfills its payment obligations to the Seller, there is no deficiency in its ability to pay and the Seller does not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, the Seller may demand that the Buyer informs the Seller of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, the Seller shall also be entitled to revoke the Buyer's authorization to resell and process the goods subject to retention of title.

(d) If the realizable value of the securities exceeds the Seller's claims by more than 10%, the Seller shall release securities of its choice at the Buyer's request.

## **§ 7 Notifications of Defects**

(1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below. In all cases, the special statutory provisions for final delivery of the unprocessed goods to a consumer shall remain unaffected, even if the consumer has further processed them (supplier recourse pursuant to §§ 478 BGB). Claims arising from supplier recourse are excluded if the defective goods have been processed or otherwise further processed by the Buyer or another entrepreneur.

(2) The basis of the Seller's liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications and sample parts which are the subject of the individual contract or which were made public by the Seller (in particular in catalogs or on the Internet homepage) at the time of conclusion of the contract shall be deemed to be an agreement on the quality of the goods.

(3) Hidden defects must be reported to the Seller in writing immediately after discovery. Hidden defects become time-barred 2 years after the buyer has received the goods. Improper use, improper care and normal signs of use do not constitute defects.

(4) Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (1) sentences 2 and 3 BGB). However, the Seller assumes no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) which the Buyer has not pointed out to the Seller as being decisive for his purchase.

(5) In principle, the Seller shall not be liable for defects of which the Buyer is aware or is grossly negligent in not being aware at the time of conclusion of the contract (§ 442 BGB). Furthermore, the Buyer's claims for defects presuppose that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). If a defect becomes apparent upon delivery, inspection or at any later point in time, the Seller must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 10 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the Buyer fails to carry out the proper inspection and/or report defects, the Seller's liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.

(6) If the delivered item is defective, the Seller may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). The Seller's right to refuse subsequent performance under the statutory conditions shall remain unaffected.

(7) The Seller is entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.

(8) The Buyer shall give the Seller the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item at the Seller's request in accordance with the statutory provisions.

(9) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, shall be borne or reimbursed by the Seller in accordance with the statutory provisions if a defect actually exists. Otherwise, the Seller may demand reimbursement from the Buyer for the costs arising from the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognizable to the Buyer.

(10) Customary or minor, technically unavoidable deviations in quality, dimensions, size, weight and equipment do not constitute a defect.

(11) If the supplementary performance has failed or if a reasonable deadline to be set by the Buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

(12) Claims of the Buyer for damages or compensation for futile expenses shall only exist in accordance with § 9, even in the case of defects, and are otherwise excluded.

### **§ 8 Liability**

(1) Unless otherwise provided for in these GTC including the following provisions, the Seller shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) The Seller shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, the Seller shall be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, body or health,

b) for damages arising from the breach of an essential contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the Seller's liability shall be limited to compensation for foreseeable, typically occurring damages.

(3) The limitations of liability resulting from paragraph 2 shall also apply to third parties and in the event of breaches of duty by persons (including in their favor) whose fault the seller is responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the Buyer under the Product Liability Act.

(4) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the Seller is responsible for the breach of duty. A free right of termination of the Buyer (in particular pursuant to §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

### **§ 9 Limitation**

(1) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to § 9 para. 2 sentence 1 and sentence 2(a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

**§ 10 Rights of use to logos, article images, article descriptions and copyrights**

(1) The Buyer shall be entitled to use, pass on to third parties or publish logos, article images, article descriptions, drafts, drawings or other documents, provided that the Seller has expressly consented to such use in writing. The Seller reserves all property rights and copyrights.

(2) If the Buyer infringes these rights of use, the Seller may refuse to make deliveries and/or accept orders.

(3) If the Seller has produced or supplied goods in accordance with drawings, models, samples, logos or other documents provided by the Buyer, the Buyer shall guarantee that the property rights of third parties are not infringed. If third parties prohibit the Seller from producing goods with reference to industrial property rights, the Seller shall be entitled to cease any further activity. The seller is not obliged to check the legal situation and can demand compensation if the buyer is at fault. The buyer also undertakes to indemnify the seller immediately against all related claims by third parties.

**§ 11 Applicable Law, Place of Jurisdiction**

(1) The law of the Federal Republic of Germany shall apply to these GTC and the contractual relationship between the Seller and the Buyer to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Munich. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB. In all cases, however, the Seller shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTC or an overriding individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

**§ 12 Final Provisions**

(1) Should individual provisions of this contract be or become invalid or void in whole or in part, this shall not affect the validity of the remainder of the contract. The parties undertake to replace the invalid or void provision with a valid provision that comes closest to the intended economic purpose. The same shall apply in the event of a loophole.

(2) Amendments or additions to this contract must be made in writing.