

## **General Terms and Conditions of Clean-Lasersysteme GmbH, Herzogenrath**

### **1. Scope of Application**

These General Terms and Conditions (hereinafter referred to as "GTC") of Clean-Lasersysteme GmbH (hereinafter referred to as "Vendor") apply to our quotations, order confirmations, deliveries and services that an entrepreneur (hereinafter referred to as "Customer") makes with the Vendor. Changes, additions or conflicting terms and conditions of the Customer shall only apply if they are explicitly confirmed in writing by the Vendor in each individual case.

An entrepreneur in the sense of these General Terms and Conditions is a natural or legal person or a partnership with legal capacity who or which on conclusion of a legal transaction acts in the exercise of his commercial or independent professional activity.

### **2. Quotation and Contract Conclusion**

1. Quotations of the Vendor are binding for 30 days unless another binding period is explicitly stated in the quotation text. Documents attached to a quotation are part of this unless they are explicitly and exclusively intended for informative purposes.
2. All dimensions, weights, data and images in catalogues, brochures and other documents issued by the Vendor for informative purposes are given to the best of the Vendor's knowledge, but may change for technical reasons, even at short notice. Therefore, only the values stated in the order confirmation are authoritative for the technical data.
3. The scope of the contractual obligations shall be determined by the Vendor's written order confirmation. Invoicing shall be deemed to be confirmation of the order, unless the Customer has been sent a separate order confirmation prior to invoicing.
4. Subsequent additions, amendments or subsidiary agreements must be made in writing.
5. If the Customer fails to perform the part of the contract for which it is responsible, the Vendor is entitled to refuse performance of the contract until the Customer has made the counter-performance or provided security for it. If the Customer does not provide the counter-performance or security within a reasonable period of time, the Vendor is entitled to withdraw from the contract.
6. Transfers of rights and obligations of the Customer under the contract require the written consent of the Vendor.

### **3. Implementation of Consulting / Application Tests**

1. The Vendor shall provide a quotation for any consulting service and application test to be carried out. The quotation describes the content and the scope of the consulting service, the task definition of the application test and the processing time. If the order placement contains deviations from the quotation, these shall only be deemed to be agreed upon with the express written confirmation by the Vendor.
2. All consultations and application tests are carried out by the Vendor with the best possible care. The achievement of a predetermined consultation or examination result cannot be guaranteed.
3. For damage to objects or property of any kind, which are handed over to the Vendor by the Principal/Customer for application tests, we are only liable if they have been caused by intent or gross negligence. Clean-Lasersysteme GmbH herewith explicitly points out that damage to objects handed over/leased over cannot be excluded even if

the greatest possible care is taken, as this is a technology for which the application results cannot be estimated in advance.

#### **4. Prices / Terms of Payment**

1. The prices as stated in the order confirmation of the Vendor valid at the time of the contract conclusion are binding.
2. The quoted prices are fixed prices and prices ex works. These prices are net prices in Euro without value added tax, for delivery ex works without costs for packaging, shipping and insurance. The value added tax is indicated separately, with the statutory value added tax valid at the time, if applicable.
3. Invoices from the Vendor are due for payment without discount deduction and free of charges, if applicable according to a payment plan agreed in writing, otherwise within 14 days of the invoice date.
4. If the payment deadline is exceeded, § 284 (3) BGB applies. After occurrence of the default in the sense of § 284 (3) BGB, default interest shall be paid in accordance with § 288 BGB.
5. Bills of exchange or cheques are only accepted by special agreement and only on account of performance. The Customer shall pay the costs of collection and discounting.
6. The retention of payments is only permitted in legally approved cases. Offsetting against counterclaims of the Customer which are not recognized or not legally established is excluded.
7. If, after conclusion of the contract, circumstances become known which are likely to considerably reduce the creditworthiness of the Customer, the Vendor shall be entitled to perform outstanding services only against advance payment or provision of security and to withdraw from the contract after ineffective expiry of a deadline set for this purpose.
8. Several contractors are liable as joint debtors.

#### **5. Scope of Delivery / Delivery Time**

1. Basis for the scope and the time of delivery is the written order confirmation from Clean-Lasersysteme GmbH. In the case of absence of a separate order confirmation, the quotation accepted by the Customer is the basis for determining the scope and time of delivery.
2. The delivery date is not a fixed date unless a fixed delivery has been expressly agreed with the Vendor. In the absence of such an agreement, the notified delivery period represents an expected date of receipt; a delivery waiting period of 4 weeks, calculated from this date, is hereby deemed to be agreed.

Compliance with the notified delivery period requires that all information and plans necessary for the processing of all commercial and technical details are made available by the Customer in due time and that the agreed terms of payment - in particular the provision of agreed advance payments - are met. The delivery period notified by the Vendor may be extended appropriately if changes are agreed after conclusion of the contract or if unforeseeable obstacles arise which are beyond Vendor's control.

In the event of delays due to strikes and lockouts, the above agreed waiting period shall apply.

If the written notified delivery time and the grace period is exceeded, Clean-Lasersysteme GmbH is in default of delivery as soon as the Customer has set a

reasonable grace period and at the same time declared to withdraw from the contract after expiry of the grace period, to terminate the contract or to claim damages for non-performance.

3. All deliveries are made ex works, in disposable packaging, which the Vendor will charge at cost price.
4. Partial deliveries are permissible. Fulfilment of the contract, however, only occurs with the complete delivery of all parts of the order. If the partial delivery is made at the request of the Customer, the delivery costs shall be charged to the Customer.
5. If the customer is in default of acceptance, the Vendor is entitled to dispose of the object of the contract otherwise or to demand the resulting damage, including any additional expenses, if the Customer does not accept the goods despite a written extension of the deadline with threat of legal consequences.

## **6. Installation / Final Inspection**

1. Before putting the delivered goods into operation by the Customer, the enclosed installation and operating instructions must be read carefully - especially in the case of laser beam devices - and all safety regulations for their use must be observed.
2. With each first delivery of a laser beam device to a Customer, the Vendor, Clean-Lasersysteme GmbH, will provide instruction as well as install and start-up the device.
3. If the Vendor is active outside the company area, the Customer shall be responsible for all measures necessary for the compliance with traffic safety obligations, unless an agreement with the Customer provides otherwise. The Vendor is entitled to refuse to perform the service as long as the necessary measures are not taken. Any waiting times resulting from this shall be regarded as working time and shall be charged to the Customer.
4. Smaller defects which do not significantly affect the suitability of the performance for the contractually agreed purpose do not entitle the Customer to refuse the approval of the installation, without prejudice to his right to demand that these defects be remedied within a reasonable period of time.
5. If the Customer takes the service or part of the service into use, the approval of the installation is considered to have taken place at the start of use, unless otherwise agreed.
6. Intellectual services are considered as accepted unless the customer explicitly expresses his reservation in writing within 10 days of receipt. In the event of a reservation declared by the Customer, Clean-Lasersysteme GmbH will review the performance. If a reservation of the Customer proves to be unjustified, the additional costs incurred shall be charged to the Customer.

## **7. Transfer of risk**

1. Clean-Lasersysteme GmbH delivers ex works at the risk and expense of the Customer. The risk is transferred to the Customer as soon as the goods have left the factory of the Vendor for shipment. If the shipment is delayed or impossible due to circumstances for which the Customer is responsible, the risk is transferred to the Customer on the day after notification of readiness for shipment.

## **8. Warranty**

1. The warranty of Clean-Lasersysteme GmbH extends to compliance with the generally accepted rules of technology. In case of research and development orders, the Vendor does not guarantee that the contractual objective will be achieved within the planned time.

2. If quality parameters/properties have been expressly assured by the Vendor, we guarantee their observance at the time of the approval of the installation or transfer of risk, provided that the Customer strictly observes the instructions given by the Vendor. The assurance of quality parameters/properties generally does not extend to whether the result of the performance of the Vendor is usable for the Customer for the intended purpose. This applies in particular to the marketability and usability of the products which are produced and offered on the basis of the results supplied by the Vendor.
3. For warranty claims, the Customer has to give us the opportunity to rectify the defect within a reasonable period of time. If the rectification of defects fails, the Customer may, according to his choice, demand a discount (reduction of the payment) or cancellation of the contract (withdrawal) and compensation for damages within the scope of the limitation of liability instead of performance.  
In the event of a minor contract break, especially regarding minor defects, the Customer has however no right to withdraw from the contract.
4. The goods delivered by the Vendor must be inspected immediately. The Vendor shall not be liable for obvious defects that are not reported to the Vendor in writing within 10 days of delivery.
5. Any warranty is void for defects which have been caused by the actions of the customer, his representative or a third party commissioned by him (e.g. transport company) due to the fact that the installation instructions and/or operating instructions have not been observed, the delivered goods were handled carelessly or improperly or unauthorized repairs on the product have been carried out.
6. The warranty period is 1 year beginning with the handover to the transport person for the purpose of delivery to the Customer. The period of limitation does not apply in the case of claims for damages according to clause 9. Optical components and wearing parts are not subject to any warranty period.

## 9. Claims for Damages

1. Clean-Lasersysteme GmbH is only responsible for damage or loss of profit that did not occur in the object of the order itself
  - a) in case of intent
  - b) in case of serious carelessness on the part of the owners or managers
  - c) in case of culpable injury to life, body, or health
  - d) in case of fraudulently hidden defects
  - e) in case of defects in the subject of the contract, insofar as liability exists under product liability law for personal injury or property damage to privately used objects
2. Furthermore, the Vendor shall not be responsible for damages resulting from the improper use of the goods delivered by the Vendor.
3. The limitation of claims for damages according to the above paragraphs also includes claims arising from unauthorized actions by the vendor unless the unauthorized action was committed intentionally or through serious negligence. The Vendor shall not be responsible for unauthorized actions of his employees and contractors.

## 10. Retention of title

1. The delivered goods remain the property of Clean-Lasersysteme GmbH until full payment of all claims from the delivery contract.  
Contracting parties agree that the ownership is automatically transferred to the Customer upon payment of the last purchase price instalment (or the full purchase price, including VAT).

Clean-Lasersysteme GmbH is authorized to take back the goods if the Customer behaves in violation of the contract.

2. The Customer is obliged to treat the goods with care as long as the ownership has not yet been transferred to him. In particular, he is obliged to insure them adequately at his own expense against theft, fire and water damage at replacement value.  
The Customer is obliged to notify the Vendor immediately in writing of any seizure or other intervention by third parties in the subject matter of the contract. Costs and damages arising from the access or planned access shall be paid by the customer.
3. In case of a possible resale of the Vendor's goods, Clean-Lasersysteme GmbH remains the owner until full payment has been received. The processing always takes place for the Vendor as manufacturer. The Customer is entitled to process and sell the object of purchase in the ordinary course of business if he is not in default with the payment of the purchase price.

The Customer is obliged to pay the purchase price in full. The processing always takes place for the Vendor as manufacturer. The Customer is entitled to process and sell the object of purchase in the ordinary course of business, as long as he is not in default with the payment of the purchase price. The Customer is responsible for the processing of the object of purchase.

The Customer hereby assigns to the Vendor in full (including value added tax) all claims resulting from the resale or processing of the goods and agreed with Clean-Lasersysteme GmbH.

This assignment applies regardless of whether the purchased item has been resold without or after further processing. The Vendor hereby revocably authorizes the Purchaser to collect these claims. The revocation can only be exercised if the security of the purchase price claim is at risk.

4. If our products are combined or mixed with other items, § 947 BGB applies without restriction.
5. Agreement of a current account reservation: The products shall remain the safety property of Clean-Lasersysteme GmbH until all claims are fulfilled, including all balance claims to which the vendor is entitled from current account credits to which the Vendor is now or in the future eligible for any legal reason.  
Clean-Lasersysteme GmbH undertakes to release the securities to which the Vendor is entitled at the request of the Customer if the value of the security exceeds the amount of the claims by 20% on a sustained basis.

## **11. Confidentiality / Copyrights**

1. If not explicitly agreed differently in writing, the customer information which becomes known to the Vendor is not considered confidential. In the case of tests carried out free of charge, Clean-Lasersysteme GmbH reserves the right to publish and use the results for other purposes.
2. All information, both written and verbal, which the Customer receives through Clean-Lasersysteme GmbH shall be considered confidential - regardless of the way the information is obtained - unless Clean-Lasersysteme GmbH expressly permits its disclosure. This non-disclosure obligation is not applicable to information that is generally accessible.

## **12. Place of Jurisdiction and Applicable Law**

1. The place of jurisdiction for all disputes arising from the contractual relationship is Aachen Local Court.
2. German law shall apply to all business transactions, even if the contract is not drawn up in German. If a foreign-language contract has been concluded, it is based on a German version of the contract, which shall be the relevant version in the event of a legal dispute.

## **13. Other Regulations**

1. Clean-Lasersysteme GmbH is entitled to change the general terms and conditions and other conditions. The Vendor will only make these changes for valid reasons, in particular due to new technical developments, changes in case law or other equivalent reasons. If the contractual balance between the parties is significantly disturbed by the change, the change shall not be made. We will inform the Customer of any such change. The change will become part of the contract if the Customer does not object to the inclusion in the contractual relationship in writing to the Vendor within six weeks of receipt of the notification of change.
2. These terms and conditions remain binding for both parties, even if individual points are legally ineffective. The legally ineffective clause shall be replaced by a clause that comes closest to the purpose pursued by Clean-Lasersysteme GmbH.
3. Place of performance for payments as well as services and deliveries of Clean-Lasersysteme GmbH is Aachen.

**Valid starting August 1, 2020**

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