

General Terms and Conditions

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1. liability

The following General Terms and Conditions apply to all orders placed with us and goods sold by us. Deviations from these terms and conditions shall only become effective and binding if this has been expressly confirmed by us in writing. We do not recognize any terms and conditions of the customer or buyer that contradict and/or deviate from our General Terms and Conditions unless we have expressly agreed to their validity in writing.

In principle, our offers are not binding unless a commitment has been expressly confirmed by us in writing in the offer. In principle, we accept orders from the buyer within two weeks, unless expressly agreed otherwise in writing. We accept offers either in writing or by making the delivery. Our offers and order confirmations are subject to the buyer's solvency and that we ourselves are supplied properly and on time. The information in our offers and order confirmations is always based on the specific goods.

2. Export regulations/transfer of risk

The obligation to deliver goods or provide services expires if these are in conflict with German or other export regulations, depending on the intended use.

The risk in the goods shall pass to the buyer at the time when the goods leave our premises (EXW). If the buyer collects the goods himself, the risk is transferred to him at the time of delivery.

Irrespective of whether the buyer informs us of the final destination of the goods, he is obliged on his own responsibility to obtain any necessary licenses and/or permits required by the competent foreign authorities before exporting the goods. In this respect, we are under no obligation to provide information.

Furthermore, the buyer is not permitted to deliver goods to natural persons and/or legal entities which in any way support, develop, produce or use chemical, biological or nuclear weapons of mass destruction or which could be connected to this. The buyer is aware that certain goods may not be used in nuclear facilities or in the area of medical, life-saving or life-sustaining systems or areas and that he alone bears the risk even if the use is unintentional.

3. Deadline extension

If changes or deviations are agreed after conclusion of the contract which may affect the planned production time, the delivery time shall be extended accordingly. This also applies in the event that delays occur due to strikes or unforeseeable events beyond our control. In the event of epidemics or pandemics, for example, the delivery time shall be extended accordingly, unless the contract as a whole has to be cancelled because its execution has become impossible. Claims for damages due to delays in delivery are excluded in all cases, unless the delay is due to intent or gross negligence on our part.

4. Offsetting and retention

The right to set-off or to refuse performance is excluded. Offsetting is only permitted if it has been expressly recognized or established by a court.

5. Terms of payment

Our goods and services are invoiced at the prices valid at the time of conclusion of the contract. Our prices are ex warehouse (EXW), plus packaging and transportation costs and VAT. We reserve the right to increase prices if our prices increase after conclusion of the contract, e.g. due to collective wage agreements, price increases by our suppliers or due to currency fluctuations. On request, we will certify this to the buyer, whose further rights remain unaffected. Unless otherwise agreed, the purchase price is due for payment immediately and without deductions. If the buyer defaults on payment, we shall be entitled to charge default interest of at least 5 percentage points above the prime rate. If no payment is made by the buyer, all our claims against him shall become due for payment immediately and must be settled without delay. Any expenses shall be borne by the buyer. We have the right to demand advance payments or payments on account.

6. Retention of title

The delivery remains the property of InnoLas Laser GmbH until full payment of the amounts owed under this contract. The purchaser may only resell the reserved goods with our express written consent. The purchaser's claim arising from the resale of the reserved goods is hereby assigned to us. Upon request, the buyer shall notify his debtor of the assignment. If and as long as we are still the owner, the buyer may neither pledge the delivery item nor assign it as security. In the

event of seizure, confiscation or other dispositions by or to third parties, he must inform us immediately. Any intervention costs shall be borne by the purchaser.

We reserve title to the goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) The goods subject to retention of title may not be pledged to third parties or assigned as security until the secured claims have been paid in full

The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) access to the goods belonging to us. In the event of breach of contract by the Buyer, in particular non-payment of the purchase price due, we 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 return does not at the same time include a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and reserve the right to withdraw from the contract.

If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if such a deadline is dispensable in accordance with the statutory provisions

Until revoked, this 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. The retention of title full value of the products resulting from the processing or combination of our goods, whereby we shall be deemed to be the manufacturer.

If, in the event of processing or combination with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed or combined goods.

In all other respects, the same shall apply to the resulting product as to the goods delivered subject to retention of title. Buyer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The aforementioned obligations of the Buyer shall also apply consideration of the assigned claims. The Buyer shall remain authorized to collect the claim addition to us. We undertake not to collect the claim as long as the buyer meets his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right. If this is the case, however, we can demand that the buyer informs us 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, we are also entitled to revoke the buyer's authorization to resell and process the goods subject to our reservation of title. If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the buyer's request.

7. Service description

The basis for the purchase contract is the service description in our offer or, if confirmed by us in writing, the service descriptions set out in a specification sheet.

8. Documentation

The operation and maintenance of our systems is described in detail in our documentation. The instructions contained therein must be followed exactly, in particular with regard to any safety equipment during commissioning and operation of the equipment supplied.

9. default of acceptance

If the buyer defaults on acceptance or cancels the order or parts thereof after receipt of the order confirmation, we may, at our discretion, demand performance or compensation for non-performance of at least 30% of the order amount. We reserve the right to claim higher damages if we incur higher damages as a result of the non-fulfilment.

10. Warranty

a. The buyer is obliged to inspect our goods or services immediately upon receipt and to notify us immediately if goods are defective or have not been delivered or if warranted characteristics are missing. Without such immediate notification, we are not obliged to make subsequent delivery. The buyer shall notify us immediately in writing if a defect becomes known.

For the systems supplied by us, we guarantee that the delivery corresponds to the contractual agreements in terms of design, material quality, execution and warranted characteristics. Insofar as we have contractually assumed further services in addition to the delivery, we guarantee that they will be carried out in accordance with the contract and free of defects. If our delivery or service does not comply with this warranty because it is defective or because warranted characteristics are missing, we shall be obliged and entitled, at our discretion, to rectify the defective parts free of charge or to make a replacement delivery free of charge or to rectify the defective service. Replaced parts shall become our property.

b. A warranty case does not exist if the use of our delivery or service is impaired by other circumstances. This applies in particular to wear and tear and consumption, to chemical or mechanical influences and to the consequences of improper assembly or commissioning by the buyer or improper operation of the delivered goods. Any warranty obligation shall lapse if modifications or repairs are made to the goods by the purchaser or third parties.

Agreed technical process characteristics of the delivery are no longer subject to warranty after the delivery has been commissioned without complaint. If commissioning has not taken place within the warranty period, our warranty obligation shall end at the end of the warranty period with regard to all process-related features.

c. If the goods are located in Germany, all necessary expenses, costs and travel expenses for our employees are covered by the warranty. However, if our goods are located outside Germany, all necessary costs, travel expenses and downtimes of our employees shall be borne by the buyer, as well as any transportation costs or customs duties for parts to be replaced. Wear parts such as filters, operating gases, laser lamps, protective glasses, focusing lenses and the like are excluded from the warranty.

d. Our warranty is limited to twelve (12) months after delivery of the goods. If parts or spare parts were delivered to the buyer during the warranty period, the warranty period ends at the end of the warranty period for the entire laser system. The warranty for spare parts delivered to the buyer outside the warranty period of the laser system is limited to six (6) months and only covers the material costs.

e. Claims that go beyond the warranty claims are excluded. In particular, any liability for pre-contractual obligations, for indirect damage and for loss of production incurred by the purchaser or a third party from the use or operation of our products and the service for them is excluded. The exclusion of claims shall not apply in the event of intent or gross negligence on our part, on the part of one of our legal representatives or one of our executive employees, or in the event of a breach of a cardinal obligation or in the event of injury to life, limb or health. Furthermore, the exclusion does not apply in cases in which liability exists under the Product Liability Act for damage to persons or property in the case of privately used items.

11. Substitute performance, reduction, withdrawal

The statutory provisions of the Federal Republic of Germany shall apply for the Buyer to rectify the defect himself or have it rectified by a third party if we have not fulfilled our obligation to rectify the defect within a reasonable period of time and the Buyer has set us a deadline for rectification in writing with the notification that he will rectify the defect himself or have it rectified after fruitless expiry. The same applies to the right to reduce the purchase price or to withdraw from the contract.

12. Written form

Amendments and additions to the contract must be made in writing to be effective. This also applies to this written form clause.

13. Delimitation

All deliveries and services not listed by name are not part of the delivery contract. Pre-contractual information and agreements shall only be binding if they have been expressly included in the contract in writing. Any changes arising after technical clarification shall be recorded and invoiced separately in supplementary offers.

14. Severability clause

If a provision of these General Terms and Conditions is or becomes invalid, the remaining provisions shall remain valid. In this case, the parties are obliged to agree on an effective provision that comes closest to the economic purpose of the ineffective provision.

15. Applicable law, place of performance and place of jurisdiction

The law of the Federal Republic of Germany shall apply. Place of fulfilment and jurisdiction is, as far as legally permissible, Munich, Germany. This also applies to dunning, bill of exchange and check matters.

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