

General Delivery Terms for Lamtech Lasermesstechnik GmbH

1 Contractual Items and Scope of Service

1.1 Unless otherwise agreed upon between us and the customer, the business arrangement and scope of services is based exclusively on our written order confirmation and the hereinafter mentioned general terms and conditions which shall also apply to subsequent contractual agreements.

1.2 Amendments and addendums of the business agreement, including these general terms of delivery require the written form exclusively. This also applies to amendments and addendums that shall waive the written form.

1.3 Other general terms and conditions, in particular the customer's terms and conditions are not subject of this agreement even if not explicitly contradicted.

2 Conclusion of the Contract/Refusal of Performance by the Customer

2.1 All proposals and quotes are established without obligation.

2.2 A contract between us and the customer becomes valid only upon our written confirmation with its content and based on these general terms of delivery. Public statements, especially commercial declarations are not quality statements and therefore do not validate the quality agreement or ensure utilisation suitability in compliance with § 434 BGB (German Civil Code). Insofar it is not explicitly declared within the context of the written proposal confirmation, guarantees, particularly in accordance with § 434 BGB (German Civil Code) shall not be assumed thereof. Additional agreements not outlined in the proposal confirmation are not subject of this agreement.

2.3 If the customer culpably refuses the fulfilment of a contract executed in accordance with the preceding provisions, we may assert contractual fulfilment at our discretion or terminate the contract based on the legal provisions and assert our sustained tangible damages. In place of asserting tangible damages we also reserve the right to claim flat-rate damages in the amount of 10% of the contractually agreed sum, unless the customer can prove that said damages have not been incurred by us or are of a less lesser amount than the requested flat-rate amount.

3. Delivery/Delivery Delay

3.1 We are authorised to provide partial services or partial deliveries insofar it is reasonable to customer requirements and a valid reason for the partial service or delivery exists.

3.2 The delivery terms and deadlines outlined in the proposal confirmation are non-binding time frames (approximate time-frames). Circumstances beyond our control, such as force majeure, resulting from import and export prohibitions, war, strikes, delivery delays of essential raw materials and comparable circumstances extend the delivery term by the duration of the inhibiting circumstances.

Both parties are entitled to withdraw from the contract if a delivery delay due to force majeure is anticipated to last more than 2 months.

In case of important events we shall inform the customer of the start and end of delivery delays as soon as possible.

3.3 A breach of duty on our side, in particular with regard to delivery delays occurs only if the delivery terms and deadlines outlined in number 3.2, section 1, are exceeded by a minimum of 2 weeks and must be justified by us. If the customer establishes an acceptable supplementary performance term, which must consist of a two additional week minimum and must include a declaration of delivery refusal upon expiration of this term, then the customer is entitled to terminate the contract upon non-compliance with the supplementary performance term.

However, in addition to contract termination, the customer is entitled to damage claims, in particular with regard to delay- and /or non-compliance damages as well as violations of contractual supplemental agreements only if the breach of duty has occurred wilfully or through gross negligence on our part. This also applies in cases of additionally engaged performance aids. This limitation of liability is not applicable if the breach of duty results in damage to life, body and health. In the event of force majeure, damage claims against us for breach of duty shall be deemed invalid. This also applies, if force majeure becomes apparent after the breach of duty has occurred but the damages resulting thereof have been justified after force majeure has occurred. Damage claims for consequential damages to life, body and health shall thereof be unaffected if we are liable despite force majeure.

3.4 Number 7 of the general terms and conditions shall apply with regard to consequential liability.

4. Payment/Offsetting and Retention

4.1 Unless otherwise regulated in the order confirmation, the therein mentioned costs include legal value-added-taxes. The amount of value added taxes is subject to the legal provisions at the time of invoicing. With regard to value-added-tax obligations for international deliveries, the local legal provisions shall apply.

4.2 In the event that more than 4 months have passed between order confirmation and delivery/services and a price increase has become necessary, in particular due to wage increases, increase in raw material costs, general increases in prices due to inflation or other comparable circumstances, we are authorised to charge a correspondingly higher price.

4.3 Unless otherwise agreed upon, our compensation for the services to be rendered shall be payable as follows:

30% advance payment at order placement

70% payment after delivery

Any and all compensation demands are payable in net terms upon invoicing, deduction of discounts are prohibited.

4.4 In the event that the customer defaults on payments due, we are authorised to charge – without prejudice to claim of tangible damages – an interest rate of 8% above the base interest rate, for customers who are not business owners, 5% above the base interest rate, unless the customer can substantiate in these cases that damages have not been incurred or are less than the amount claimed.

4.5 We accept bills of exchange only by explicit prior agreement. Otherwise bills of exchange or cheques are accepted only for processing in accordance with § 364 section 2 BGB (German Civil Code); free of expenses and without deduction of discounts. We are not liable for the timely submittal, protest etc.

4.6 Unless the customer provides a specific redemption purpose the payment shall be applied to the customer's oldest due obligation.

4.7 The assertion of retention rights or offsetting-declarations with a counter claim by the customer against our invoice is prohibited insofar as the counter claim has not been established undisputedly or is legally binding.

4.8 Unless otherwise established, we assume our customer's solvency to be valid at the time of proposal confirmation. In the event the customer defaults on a due claim, any and all due invoices - without prejudice regarding the due date – shall become due for immediate payment in accordance to the previous provisions. We are authorised to request pre-payment for any subsequent deliveries. This also applies if the customer's solvency decreases considerably upon proposal confirmation or in the event it has become apparent that the customer's solvency was considerably less at proposal confirmation than originally assumed. In addition, we are authorised to request pre-payment if necessary due to contract volume and if agreed on when the contract is concluded.

5. Reservation of Proprietary Rights/Retraction of ADP Servitude

5.1 All goods delivered by us shall remain our property until full restitution of all claims from business arrangements, including supplemental charges; damage claims and future claims due have been satisfied. This is valid in particular with regard to payments per bill of exchange or cheque until clearance of the stated, as well as for all or individual claims that have been established on a current account basis (open-ended invoice) and the balance has been established and approved.

5.2 As the manufacturer, the processing of the goods subject to retention of title occurs in accordance with § 960 BGB (German Civil Code), however, without obligation. Processed goods are considered goods subject to retention of title in accordance with the previous paragraph.

5.3 In the event the goods subject to retention of title are processed, integrated or intermixed with other goods by the customer we are entitled to the ownership of the new product within the proportion of the goods subject to retention of title's invoice value at the invoice value of the other goods. In the event our ownership shall become invalid due to processing, integration or intermixing by the customer, the customer shall transfer his ownership entitlement - or abeyance rights on the new stock or property in the amount of the goods subject to retention of title's invoice value immediately, in the event of processing within the proportion of the goods subject to retention of title's invoice value at the invoice value of the other goods the customer shall store the goods for us free of charge. Our joint ownership is validated as goods subject to retention of title in accordance with the previous regulations.

5.4 The customer may sell the goods subject to retention of title only at regular business practices in accordance with his general business provisions and if he is not in arrears with his obligations to us according to this contract and provided he arranges the reservation of proprietary rights with the sub-purchaser, and that all claims against the sale are transferred to us in accordance with these general business terms. The customer is not permitted any other utilisation of the goods subject to retention of title. Utilisation of goods subject to retention of title for the fulfilment of factory- and factory delivery contracts also constitutes sale of goods.

5.5 The customer's claims on goods subject to retention of title from the sale of goods shall be transferred to us immediately. This represents the retention of our claim to the same extent as the goods subject to retention of title in accordance with number 5.1.

5.6 If the customer sells the goods subject to retention of title in conjunction with other goods, the claims against the sale within the proportion of the goods subject to retention of title's invoice value at the invoice value of the other goods shall be transferred to us. In the event of the sale of goods in which we have obtained joint ownership rights as outlined in number 5.3 of these general business terms, the applicable portion of the proceeds subject to the joint ownership shall be transferred to us.

5.7 The customer is entitled to collect the sales proceeds, unless we revoke the collection authorisation. A revocation of the collection authorisation is permissible and deemed reasonable for the customer, particularly if circumstances such as an essential solvency decrease on the customer's part become apparent after the contract is concluded, or it becomes known to us that such a solvency decrease has existed prior to the contract being concluded and our claims for payment may be jeopardised due to this decrease in solvency. A decrease in solvency is considered in particular if compulsory enforcement measures against the customer are implemented and the customer does not rectify the said immediately within 2 weeks effective the execution of the compulsory enforcement measure and /or an insolvency application has been filed against the customer's capital. In such events we may demand that the customer informs the sub-purchasers immediately with regard to the conveyance to us and provides us with the information and documentation necessary to collect payment. Our right to demand the conveyance from the customer's contract partner directly, after previous notification, shall hereby remain unaffected.

The customer shall notify us of any garnishments or other interventions by third parties immediately.

5.8 The customer is not authorised to relinquish the claim; this also applies to factoring transactions to which the customer is not authorised despite the receipt of a valid collection authorisation.

5.9 If the existing securities exceed the secured claims by more than 20%, we are obligated upon the customer's request to release an adequate amount of securities subject to our discretion.

5.10 If the customer is in violation of essential contractual obligations, in particular, in the event of arrears, we are authorised to request the return of goods with prior notification. The customer is obligated to surrender the goods. Upon demand for the return of goods or a possible garnishment through us, termination of the contract applies only if we explicitly inform the customer thereof in writing, unless § 960 BGB (German Civil Code) applies.

5.11 Number 5.10 applies to ADP-servitude withdrawal accordingly, accompanied by our revocation due to the customer's arrears. This also applies if we do not provide the ADP access code due to the customer's arrears.

6. Service Amendments/Quantity- and Volume Deviation/Guarantee

6.1 Minor and/or customary deviations from quality, colour, volume and quantity do not warrant a reason for complaint against us as long as the functionality of the delivered goods is provided and the customer does not assert the deviations to be unreasonable.

6.2 Unless otherwise agreed upon, the description of our goods does not constitute a quality declaration or a declaration of suitability for utilisation in accordance with § 434 BGB (German Civil Code) and furthermore, a guarantee in accordance with § 442 BGB (German Civil Code) shall not be assumed. Our written order confirmation is applicable with regard to the product properties.

6.3 Complaints due to obvious deficiencies must be received immediately but no later than one week after the receipt of our delivered goods; if a formal acceptance has been agreed upon, at this time. Any complaint addressed to us requires the written form.

6.4 If only a part of the goods are defective then it is not considered a reason to reject the entire shipment unless the said is without interest to the customer due to the defects.

6.5 Defects occurring at a later date must be reported to us immediately in writing, but no later than one week after the defect has been discovered. Failures, impairments or other inadequacies resulting from the customer's failure to conduct the necessary maintenance, inspections or other check ups as directed by us, or inappropriate use do not represent a defect.

6.6 In the event of defects the customer may claim a decrease of compensation (reduction) or terminate the contract only after two subsequent supplementary performance attempts by us (rectification of defects or supplemental delivery at our discretion) have failed.

This also applies to the claim of damages due to culpably caused damages on our part with the restriction of liability assumption as outlined in number 7.

6.7 Goods deemed inadequate may not be utilised.

6.8 If the customer is a business owner, our warranty shall apply effective one year after the transfer of risk, parts subject to wear and tear are excluded.

7 Liability

Liability for damage claims is limited to the scope of our legal or contractual guarantee obligation, it is further limited to the amount of the contract volume, at a maximum of the foreseeable typical damages at the time the contract is concluded. For all other damage claims against us – regardless of the reason – our liability is limited to intentional or grossly negligent violation of obligations. This also applies to damages caused by utilised performance aids. Any therein related claim against us is limited to the amount of the contractual volume, but no more than the maximum of the foreseeable typical damages at the time the contract is concluded. Exceeding damages, in particular, subsequent damages (such as loss of revenue or profit) as well as damages occurring after integration or intermixing of our goods are excluded herein.

The aforementioned liability limitations are not applicable in the event of damages to life, body and health.

8 Intellectual Property Rights

8.1 Even for products which are not registered for property rights with the appropriate authorities, we reserve the exclusive utilisation right and servitude, in particular for software programs that are delivered individually or in combination with hardware components. The customer is authorised the use of this software only within the scope of the contractual purpose and within the range of simple servitude. In the event of arrears by the customer we are authorised to revoke the servitude without declaring termination of the contract to the customer.

8.2 Any and all claims of intellectual property rights, in particular, the right to reproduce, shall remain with us.

9 Shipment/Transfer of Risk

Unless otherwise agreed upon the goods shall be shipped at the customer's expense and risk. The nature of shipment (particularly the selection of carriers) is at our discretion. The risk of loss, sinking and/or damages to goods – unless otherwise agreed upon – shall be assumed by the customer effective with transfer to the carrier.

10 Place of Fulfilment and Place of Jurisdiction

Place of fulfilment and jurisdiction for all claims and disputes, including draft- and documentation processes resulting from this contractual agreement is limited to our headquarters exclusively, if the customer is a business owner in accordance with HGB (German Commercial Code). However, we reserve our right to file claims against customers in any other authorised jurisdiction.

11 Applicable Law

This contractual agreement is subject to the applicable Law in the Federal Republic of Germany exclusively. The CISG regulations (UN Convention on Contracts for the International Sale of Goods) as well as the Agreement of United Nations for Contracts pertaining to International Purchase of Goods are not applicable. Commercial clauses shall be established in accordance with the "INCOTERMS" applicable at the time of contract execution.

12 Salvadorian Clause

If individual provisions of these general delivery terms are deemed invalid or should become invalid, the remaining provisions shall hereby be unaffected. The legal provisions shall apply in place of the invalid provision.

The German version supersedes any other version exclusively!

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