

General terms of delivery and payment of SK LASER GmbH

1 Inclusion of these terms of business

- 1.1 Deliveries, performances and offers are made solely on the basis of these terms of business, which, in consequence, apply to all future business relations, even if they are not expressly agreed on again. These terms are deemed to have been accepted at the latest with the acceptance of the goods or performance. Counter-confirmations on the part of the customer with reference to his own terms are herewith rejected. This also applies in the event that the customer has specified a particular form for the rejection. Deviations from these terms of business are only effective when confirmed in writing by SK LASER.
- 1.2 For the purpose of documentation, orders and other agreements relating to orders should at least be concluded in writing.

2 Conclusion of contracts, declarations and obligations to provide information in electronic business transactions

- 2.1 Our offers are subject to confirmation and are not binding. We reserve the right to make technical alterations to the extent that this is reasonable, as is the adapting of our products to meet any future standardization.
- 2.2 In placing his order for goods – irrespective of the way it is placed – the customer declares his binding wish to acquire the ordered goods (offer of contract). SK LASER is entitled to accept this offer of contract within two weeks of the date of its receipt at SK LASER. This acceptance can either take place in written or text form or by forwarding the goods.
- 2.3 In electronic legal relations, the confirmation of receipt of the order does not represent the binding declaration of the acceptance of the offer of contract unless such acceptance is specifically stated in the declaration of receipt.
- 2.4 Insofar as an order is placed electronically, the text of the contract will be stored by SK LASER and, if the customer so requests, sent by email together with the present General Terms of Business. Furthermore, the obligations to provide information as per § 312 e para. 1 no. 1-3 BGB (provision of technical aids for remedying errors in entering information, provision of information according to the obligations to provide information VO, immediate confirmation of receipt) are excluded.

3 Delivery periods, delays in delivery

- 3.1 Delivery periods do not commence before full clarification of all details of execution of the order has taken place.
- 3.2 Adherence to delivery periods presupposes that the customer adheres to his contractual obligations, including in particular the obligation to effect an agreed payment.
- 3.3 In cases of force majeure SK LASER is entitled to delay the delivery by the period of time of the hindrance and an appropriate setting-up time, or alternatively to withdraw, wholly or in part, from that part of the contract which has not yet been fulfilled. Strikes, lock-outs, unavoidable circumstances e.g. interruptions of operations, are held to be equal to force majeure in making it impossible for SK LASER to effect punctual delivery in spite of reasonable efforts. SK LASER shall provide proof of this.
- 3.4 This also applies if the above-mentioned hindrances occur during a delay in performance or with a sub-supplier. The customer can ask SK LASER to state within 2 weeks whether SK LASER wishes to withdraw or to deliver within an appropriate period of time to be set by the customer. If SK LASER fails to make such a declaration, the customer can withdraw from that part of the contract which has not yet been fulfilled.
- 3.5 If the application of these provisions results in the delivery periods being delayed, or if the customer withdraws from the contract wholly or in part, then this does not entitle him to any claim for loss against SK LASER.
- 3.6 SK LASER can only invoke paras. 3.1 to 3.5 provided SK LASER informs the customer immediately of the occurrence of such events.

4 Passing of risk, transport damage

- 4.1 The risk passes to the customer as soon as the consignment has been handed over to the person who is carrying out the transport or when it has left our warehouse for the purpose of dispatch. This also applies when delivery “franco domicile” has been agreed to.
- 4.2 If dispatch becomes impossible without any fault attributable to SK LASER, the risk passes to the customer as soon as he has been informed that the goods are ready for dispatch.
- 4.3 The method of packing and dispatch shall be left to SK LASER unless the customer has given specific instructions in this respect.
- 4.4 Transport damage must be reported to the forwarding agent or carrier immediately on receipt of the consignment, and a written report must be issued.

5 Pricing, packing, subsequent orders

- 5.1 Prices are in EURO ex works and exclude freight, packaging and insurance. In all cases, the prices stated in our confirmation of order are decisive, plus the current appropriate legal sales tax.

- 5.2 In accordance with the provisions of the laws relating to packing materials, transport packaging must be returned to us.
- 5.3 Under no circumstances are confirmed prices for one order binding in respect of subsequent orders for the same parts.
- 5.4 Minimum order value is € 50.00 (without legal sales tax). For orders below minimum order value we charge handling expenses besides costs for packaging and insurance so that the total order value is at minimum € 50.00 (without legal sales tax).

6 Terms of payment, delays in payment on the part of the customer, ban on offsetting

- 6.1 Except in cases when something different has been specifically agreed, the following method of payment applies to the delivery of laser marking and laser engraving equipment:
100% before delivery
- 6.2 Despite any differing provisions on the part of the customer, SK LASER is authorized to offset any payments against any of the customer's previous debts. If costs and interest amounts have already been incurred, SK LASER is authorized first to offset the payment against the costs, then against the amount of interest, and finally against the main claim.
- 6.3 A payment is only deemed to have been made when SK LASER has the sum at its disposal. In the event of payment by means of papers, which SK LASER reserves the right to accept in individual cases, payment is only deemed to have been made when the paper has been honored. The costs and expenses incurred in this shall be borne by the customer.
- 6.4 During the period of default, the customer shall pay interest on a money-debt at the rate of 8% above the basic rate of interest. The customer is specifically entitled to demonstrate that a lesser amount of interest loss has been incurred, and SK LASER is specifically entitled to demonstrate that a greater amount of interest loss has been incurred, subject to provision of concrete proof.
- 6.5 If the customer fails to meet his obligations to pay, in particular fails to honour a cheque or draft, or ceases making payments, or if SK LASER becomes aware of other circumstances which cast substantial doubt on the creditworthiness of the customer in the business relationship, SK LASER is entitled to call in the entire outstanding debt, including when SK LASER has accepted cheques and drafts. Furthermore, in this case SK LASER is also entitled to insist on advance payment or the provision of security.
- 6.6 The customer is only authorized to institute offsetting, withholding of payment or a reduction of the purchase price, even if defects or counter-claims are asserted, if the counter-claims are non-appealable in law or are not disputed. The exercising of a right of retention is only permitted if the counter-claim originates in the same legal relationship.

7 Notice of defects, warranty, compensation, limitation of actions

- 7.1 For goods supplied by SK LASER, SK LASER provides a warranty in accordance with the following provisions in the warranty regulations and which do not constitute a warranty in the legal sense. In the case of bought-in merchandise, any manufacturer's warranties are not affected by these provisions.
- 7.2 The warranty period is 12 months unless the product supplied has been used for a structure in accordance with its normal mode of use and has caused the latter's defectiveness. The warranty period commences on the date of delivery. The warranty period for spare parts is 6 months.
- 7.3 If SK LASER's technical codes of practice or installation instructions are not followed, or if alterations are made to the products, the warranty lapses unless the customer shows that the complaint being made does not depend on these circumstances.
- 7.4 The customer is obliged to inform SK LASER immediately and in writing of any obvious defects, with exact details of the defect, but at the latest within two weeks of receipt of the object of delivery. SK LASER must be informed immediately in writing and with full details after the discovery of defects which it was not possible to detect within this period of time even when a careful check was carried out. In the event of infringements against these regulations, no claim under warranty can be put forward. The customer bears full burden of proof in respect of all preconditions for the making of a claim, in particular for the defect itself, the time it is determined, and the submitting of his complaint in good time.
- 7.5 In the case of justified complaints, SK LASER can, at its discretion, carry out subsequent fulfillment of the contract by means of rectification of defects or consignment of replacement.
- 7.6 If the subsequent fulfillment comes to nothing after the setting of an appropriate time limit by the customer, then at his discretion the customer can call for a reduction in the price or cancellation of the contract. However, in cases of only insignificant lack of conformity with the contract, in particular in the case of only insignificant defects, the customer is not entitled to any right to cancel the contract.
- 7.7 If the customer chooses to withdraw from the contract on the grounds of a defect of title or material defect following unsuccessful subsequent fulfillment, then he is not entitled to make any claim for compensation on account of the defect.
- 7.8 If, following unsuccessful subsequent fulfillment, the customer chooses to claim for compensation, the goods shall remain with the customer if this can reasonably be expected of him. The amount of compensation is limited to the difference between the purchase price and the value of the defective goods. This does not apply if SK LASER deliberately brought about the lack of conformity with the contract.

- 7.9 In the absence of any other specific agreement, only SK LASER's product description is decisive for the condition of the goods as described in the contract. Additional public statements, praise or advertising do not represent descriptions of the condition of the goods.
- 7.10 Insofar as SK LASER works on the basis of appropriate instructions from the customer, liability is excluded for the suitability of the product in respect of the intended use of the goods, their proper construction, the adherence to safety regulations and the suitability of the material.
- 7.11 If the customer's plans as shown in the order contain instructions which SK LASER recognizes as being critical from a technical point of view or as being unworkable, SK LASER will inform the customer accordingly. In this case the customer is obliged to check SK LASER's reservations on his own responsibility. SK LASER does not assume any assurances or liability in respect of the suitability of any suggested changes for the customer's intended use of the goods.
- 7.12 Warranty claims against SK LASER are only made to the immediate contractual partner and cannot be assigned.
- 7.13 SK LASER has installed a quality management system which is certified according to DIN EN ISO 9001. All products are constantly checked during production in accordance with the provisions of the SK LASER QM manual. The customer is entitled to inform himself about the type and extent of the quality tests which accompany production. Any tests in addition to those specified in our QM manual require a special written agreement between the customer and SK LASER with an exact description of the test parameters and methods.
- 7.14 The SK LASER quality management system does not release the customer from the necessity to carry out a correct check on incoming goods.

8 Other restrictions and exclusions in respect of liability

- 8.1 SK LASER is not liable in the case of the infringement of immaterial contractual obligations caused by slight negligence.
- 8.2 In the case of other infringements of contractual obligations caused by slight negligence, SK LASER's liability is limited to the average loss foreseeable depending on the type of goods and as typical for the contract. This also applies in the case of infringements of obligations caused by slight negligence on the part of SK LASER's representatives or their vicarious agents.
- 8.3 The above limitations on liability do not apply to the customer's claims resulting from product liability or in cases of injury to body or health which are attributable to SK LASER or in the case of the loss of the customer's life.
- 8.4 Claims for damages or loss lapse after one year starting with the delivery of the goods. This does not apply to the customer's claims resulting from product liability or in cases of injury to body or health which are attributable to SK LASER or in the case of the loss of the customer's life.

9 Reservation of title

- 9.1 SK LASER reserves title to all delivered parts until all claims, including all subsidiary claims against the customer resulting from the business relationship with SK LASER and including all claims which arise in the future, have been met in full. In the case of repayment of the purchase price by means of cheque/draft, SK LASER's reservation of title does not lapse when the customer's cheque is paid in, but only with the payment of the last refinancing paper. The processing or reconstruction by the customer of the objects delivered is always carried out for SK LASER.
- 9.2 The customer is entitled to resell in the normal course of business the goods delivered by SK LASER under reservation of title. As of now he cedes to SK LASER all claims against his customer or against third parties subject to a condition precedent relating to the time they occur and to which he is entitled as a result of the resale. This applies irrespective of whether or not the goods to which title has been reserved are resold following processing or reconstruction. Until this provision is revoked by SK LASER, the customer continues to be authorized to collect the sum assigned to SK LASER. SK LASER undertakes not to collect the sum due for as long as the customer correctly meets his obligations regarding payment. Furthermore, the customer is not authorized to pledge the supplied goods to which SK LASER has retained title, nor to transfer them by way of security, nor to dispose of them in any other way. The customer shall inform SK LASER immediately of any actions taken by third parties, including and in particular levies of attachment.
- 9.3 In the case of breaches of contract on the part of the customer, in particular delay(s) in payment or infringements of the obligations specified in paras. 1 and 2 above, SK LASER is entitled to withdraw from the contract and to call for the return of the goods. This is irrespective of further legal rights relating to the customer's infringement of his obligations.

10 Software license

- 10.1 Insofar as the object of delivery contains software, the customer is granted a single, non-exclusive license to use the software on the object of delivery; use of the software on other systems or on more than one system is forbidden.
- 10.2 If and insofar as the customer copies or processes the program in accordance with §§ 69d and 69e UrhG (law relating to copyright), he is not permitted to remove manufacturers' details and ©-symbols.

10.3 All copyrights and ancillary copyrights which are not specifically licensed remain our property or those of our software suppliers.

10.4 The customer does not have any right to issue sub-licenses.

11 Data protection

The processing of the business relationship is supported by a data processing system. Accordingly, the customer's data (address, delivery products and quantities, prices, payments, cancellations of order etc.) are recorded in a file and stored until the end of the business relationship. The customer is herewith informed of this storage. §§ 27ff, 33 BDSG provide the legal basis for this.

12 Place of performance, place of jurisdiction

The place of jurisdiction and performance for all disputes arising directly or indirectly from the contractual relationship, including actions arising out of bills of exchange, is the court responsible for Wiesbaden. SK LASER reserves the right, at its discretion, to make claims against the customer at his general place of jurisdiction.

13 Customers whose registered office is not in the Federal Republic of Germany

All business transactions with customers whose registered office is not in the Federal Republic of Germany are subject to the United Nations Convention on Contracts for the International Sale of Goods, insofar as it is not amended or supplemented by the clauses below. Foreign terms and conditions of purchase are invalid.

13.1 Our offers are binding unless they are specifically described as being subject to confirmation.

13.2 Ownership of the contractual goods only passes to the customer when they have been paid for in full.

13.3 Unless otherwise agreed, payments shall be in Euro. If the customer fails to pay by the due date, then after the due date he shall pay interest at the rate of 8% over the current basic rate of interest of the European Central Bank.