

General Terms and Conditions of JustLaser GmbH

Version of 3 June 2020

1	General Provisions	2
2	Parts of the Contract	2
3	Contract Conclusion	3
4	Prices	4
5	Call-off Orders	4
6	Payments	4
7	Delivery Period, Default of Acceptance	5
8	Place of Fulfilment and Transfer of Risk	7
9	Delivery to Third Parties	7
10	Retention of Title, Lien	7
11	Warranty and Damages	9
12	Data Protection	1
13	Miscellaneous	1

General Terms and Conditions

1 General Provisions

- 1.1 These General Terms and Conditions (hereinafter shortly referred to as “GTC”) of JustLaser GmbH (hereinafter shortly referred to as “JUSTLASER”) apply to any and all legal transactions between JUSTLASER and the customer (hereinafter shortly referred to as “Customer”). The Customer confirms in this context that they will conduct legal transactions with JUSTLASER only on a commercial basis for their company or as a legal person under public law. These GTC apply also to all future legal transactions belonging to the business relations, even if such will not explicitly be agreed upon again or if no explicit note is made of their applicability again.
- 1.2 JUSTLASER concludes contracts exclusively on the basis of these GTC; any general terms and conditions of the Customer are hereby explicitly rejected. Any opposing terms of the Customer or terms deviating from these GTC shall not apply, unless JUSTLASER explicitly agreed to their applicability in writing. These GTC shall apply even if JUSTLASER performs purchase orders in full awareness of any terms of the Customer which are opposed to or deviate from these. Deviations from these GTC, offers or price lists of JUSTLASER shall always require an explicit separate written agreement. Any provisions of these GTC which are not amended thereby shall remain the contents of the contract without any changes.
- 1.3 If these GTC are subject to change, JUSTLASER will inform the Customer of such, in writing, and provide them with the amended GTC. These shall be deemed agreed, unless the Customer objects to the amended GTC within 14 days, in writing. The Customer will explicitly be notified of this legal consequence in the information.

2 Parts of the Contract

- 2.1 Unless explicitly otherwise agreed in writing, the contents of the contract concluded with the Customer shall be contained in the following integral parts of the contract:
 - 2.1.1 purchase orders of the Customer, as accepted by JUSTLASER in writing or individual agreements with the Customer;
 - 2.1.2 price provisions of JUSTLASER;

General Terms and Conditions

- 2.1.3 service specification (service description) of JUSTLASER;
 - 2.1.4 Guarantee Provisions of JUSTLASER;
 - 2.1.5 GTC of JUSTLASER.
- 2.2 The parts of the contract shall supplement each other. The regulation mentioned first as specified in item 2.1 shall prevail in case of contradictions.

3 Contract Conclusion

- 3.1 The contract shall be deemed concluded when the Customer sends a purchase order and such is accepted by JUSTLASER. The Customer may provide JUSTLASER with their purchase order in writing or in electronic form – insofar as available for certain products of JUSTLASER. The purchase order will be accepted by JUSTLASER on the basis of a written or electronic order confirmation – insofar as available for certain products. Order confirmations issued by JUSTLASER by automated means require no signature.
- 3.2 JUSTLASER may accept purchase orders at its free discretion. Purchase orders will be verified, in particular, for the Customer's creditworthiness and other business risks.
- 3.3 Unless explicitly otherwise provided for in writing, invitations for purchase orders / the placement of an offer, offers, as well as other (price) information of JUSTLASER, regardless of how such are made, shall always be subject to change, non-binding for JUSTLASER and can be revoked at any time.
- 3.4 JUSTLASER shall be entitled, at its free discretion, to make the acceptance of a purchase order dependent on the provision of a collateral, pre-payment or other prerequisites (e.g. down-payment, bank guarantee).
- 3.5 Furthermore, JUSTLASER shall be authorised, at any time, to reject the agreed service or the performance of the delivery even after the acceptance of the purchase order, if the Customer is in default of other major outstanding payments or if JUSTLASER becomes aware of any circumstances regarding the Customer's economic conditions according to which JUSTLASER considers the fulfilment of its claims not or no longer sufficiently secured based on an objective consideration.

General Terms and Conditions

4 Prices

Unless explicitly otherwise agreed in writing, all quoted prices shall be deemed to be net prices in EUR, excluding value added tax at the applicable rate, ex registered office of JUSTLASER. The value added tax at the legal rate will be invoiced in addition. The prices of which the Customer was last informed, in writing, by JUSTLASER shall apply. The prices include the costs for a transport packaging selected by JUSTLASER. All other costs, such as e.g. costs for special packaging, extra costs for individual shipments, freight, assembly, etc. shall exclusively be at the Customer's expense. Likewise, the Customer shall bear any customs, value added taxes, border duties, etc., which might arise, even if the order for the transport is given by JUSTLASER in individual cases.

5 Call-off Orders

For call-off orders, JUSTLASER shall be authorised to procure the material for the entire order and to immediately produce the entire order quantity. Any requests for changes by the Customer may, thus, no longer be taken into account after the placement of the order, unless that is still logistically possible. Furthermore, JUSTLASER shall have the right to immediately declare due any orders which were not called off in due time by observing a grace period of 14 days. Call-off orders shall be deemed to be called off not later than one year after the date of the order confirmation.

6 Payments

- 6.1 All payments to JUSTLASER shall be made by bank transfer or by credit card, if agreed, in writing and in advance, and in any case without deductions and free of expenses. Payments shall be due within seven days after receipt and the invoice date, unless explicitly otherwise provided for in writing. The Customer shall not be authorised to assert counter-claims by set-off or to exercise rights of retention, unless the counter-claims or the claim underlying the right of retention were found to be legally effective or were explicitly recognised by JUSTLASER, in writing.

General Terms and Conditions

- 6.2 Payments with debt-discharging effect can only be made to the bank account of JUSTLASER.
- 6.3 Payments received will initially be used for paying costs (dunning expenses, legal costs, etc.), then for paying interest and lastly for paying the capital, beginning with the oldest debt. Any opposing purposes specified by the Customer shall be ineffective. If payment by instalments is agreed, the entire outstanding amount will fall due, even if only one instalment is in default (immediate maturity). Cheques and bills of exchange will only be accepted after a special written agreement and only on account of payment, however not instead of payment. Cheques and bills of exchange will only be deemed as payment after their final and irrevocable cashing, in the currency in which it will be credited to JUSTLASER by the bank. JUSTLASER may reject payments offered in form of cheques or bills of exchange without stating reasons.
- 6.4 In case of any non-compliance with the payment target, the Customer will be in default without any special dunning notice being required by JUSTLASER. In this case, JUSTLASER shall be authorised, at any time, to suspend all agreed payment terms – even for any outstanding accepted bills, if any – and to make any and all claims due immediately and/or to request the down-payment or provision of a collateral for future deliveries and services.
- 6.5 If the Customer is in default with due amounts, they shall pay default interest of 8 percentage points p.a. above the relevant base interest rate of the German Federal Bank, unless explicitly otherwise agreed in writing. The Customer shall also bear other costs of an appropriate prosecution such as, in particular, out-of-court dunning and debt collection expenses, including costs for engaging a lawyer or collection agency.

7 Delivery Period, Default of Acceptance

- 7.1 Delivery dates or periods shall only be deemed binding if such were explicitly agreed as binding, in writing, in advance.
- 7.2 The agreed delivery period commences on the date of the written or electronic order confirmation by JUSTLASER. Precondition for its compliance by

General Terms and Conditions

JUSTLASER shall be that any and all commercial and technical questions between JUSTLASER and the Customer were clarified in writing and that the Customer fulfilled all of their duties, such as e.g. the provision of the required certificates or approvals from authorities, the down-payment or delivery of material pursuant to the contract that needs to be processed or machined by JUSTLASER. The delivery period will be prolonged accordingly if that is not the case and if the Customer requests any subsequent changes or supplements. That shall not apply, insofar as JUSTLASER is responsible for the delay.

- 7.3 The delivery period shall be deemed complied with if the readiness for shipment is notified in due time. Goods ready for shipment must immediately be collected by the Customer. If the goods cannot be collected or sent in due time for reasons not attributable to JUSTLASER, the delivery periods will be deemed complied with when the notification of readiness for delivery was made. The acceptance date shall be decisive, insofar as an acceptance is to be made – apart from a justified rejection to make such acceptance.
- 7.4 JUSTLASER shall be entitled to make partial or pre-deliveries. Any partial and pre-deliveries which have already been made shall remain unaffected if the Customer withdraws from the contract for a justified reason after the grant of a grace period.
- 7.5 The Customer's claims for compensation for delayed or omitted deliveries shall be excluded, unless in case of intent or gross negligence. Otherwise, JUSTLASER's liability for damage caused by delay shall be limited to 5 % of the value of any part of the delivery that was not delivered on time.
- 7.6 If the collection, shipment or acceptance of the deliverable is delayed for reasons attributable to the Customer, they shall bear the costs arising from the delay after the notification of readiness for shipment or acceptance. If the Customer is in default of acceptance or if they violate the duty to cooperate, they shall reimburse to JUSTLASER the damage arising from such, including any extra expenses, if any. In case of a default of acceptance, JUSTLASER shall be entitled to insist on the fulfilment of the contract or to withdraw from the contract after having granted an adequate grace period and to otherwise dispose of the goods.

General Terms and Conditions

7.7 Unforeseeable obstacles of force majeure, such as e.g. war, natural phenomena, epidemics, labour disputes or other events outside of JUSTLASER's sphere of influence which render the timely performance of accepted orders impossible, shall entitle JUSTLASER to withdraw from the contract, in full or in part, or to postpone the delivery by the period of prevention, including an adequate start-up period, where any claims for damages of the Customer shall be excluded. JUSTLASER will inform the Customer of the start and end of such circumstances.

8 Place of Fulfilment and Transfer of Risk

8.1 The place of fulfilment for any and all deliveries shall be at the registered office of JUSTLASER in A4600 Thalheim bei Wels ("ex works" pursuant to the Incoterms 2020), unless explicitly otherwise agreed.

8.2 When JUSTLASER notifies of the readiness for shipment or acceptance, all risks, including those of accidental destruction and accidental impairment, shall be transferred to the Customer.

8.3 Deliveries might be insured at the Customer's request in their name and for their account.

9 Delivery to Third Parties

If the Customer requests in a purchase order placed by them that the affected delivery or parts thereof are to be delivered or invoiced to third parties (e.g. subsidiaries of the Customer, sales partners, etc.), the Customer will still be liable, jointly and severally, as a contract partner, in addition to the third parties. Likewise, JUSTLASER shall be authorised to separately invoice any extra costs for packaging and transport.

10 Retention of Title, Lien

10.1 All deliverables shall remain the property of JUSTLASER until the full payment of any and all claims, including interest and costs arising from the business relationship between the Customer and JUSTLASER (hereinafter shortly referred to as "Goods Subject to Retention of Title"). The Customer's claims arising from the resale of the

General Terms and Conditions

Goods Subject to Retention of Title will be assigned to JUSTLASER, already as of now, and on account of payment, up to the amount of the purchase price to which JUSTLASER is entitled, including interest and costs. The Customer will record this assignment in their books in a manner complying with all legal requirements, but shall remain authorised to collection, unless they are in default to JUSTLASER. JUSTLASER shall be entitled to inform the buyers of the Customer about this assignment. The Customer shall provide JUSTLASER with all documents and information required to assert the rights of JUSTLASER. If any invoice amount assigned in this manner is given to third parties, the Customer shall be obliged to request the repayment of such amount from the third party and to pay it to JUSTLASER. If third parties access the Goods Subject to Retention of Title, the Customer shall also inform them that these are the property of JUSTLASER and shall immediately notify JUSTLASER. Any pledging or chattel mortgage of the goods delivered by JUSTLASER or any assignment of the claims arising from the re-sale of these goods shall be prohibited.

- 10.2 It is agreed that JUSTLASER will acquire a legal right of lien to the material provided by the Customer for processing or machining and which thus comes in the direct or indirect possession of JUSTLASER. This right of lien shall apply to any and all claims of JUSTLASER toward the Customer. The right of lien also covers any future and conditional claims. The legal provisions shall apply to the disposal of the lien under the condition that the value of the lien will be determined bindingly by an expert to be appointed by JUSTLASER.
- 10.3 If the goods of JUSTLASER are processed, combined or mixed with other materials of the Customer, JUSTLASER acquires a co-ownership in the product arising therefrom in proportion of the value of JUSTLASER's goods to the other material, until the full payment was made to JUSTLASER. The retention of title extends to the new product. In these cases, the Customer shall be deemed the depositary. The Customer is entitled to sell the new product in their ordinary business operation. All claims arising from the sale of the goods in which JUSTLASER holds property rights, will be assigned to JUSTLASER by the Customer, already as of now – in the amount of

General Terms and Conditions

JUSTLASER's ownership share – as collateral and will record such assignment accordingly in their books in compliance with the case law.

11 Warranty and Damages

- 11.1 The Customer shall immediately inform JUSTLASER of any defects, in writing, the statutory duty to notify about non-conformities pursuant to Sec. 377 of the *HGB* [German Commercial Code] shall apply. If the Customer fails to make the complaint in due time, the goods shall be deemed approved and the Customer will lose their warranty rights. If the deliverable is commissioned and used for production, that shall be deemed to be an unconditional acceptance.
- 11.2 Reasons and supporting evidence shall be provided for and enclosed in the notice of defects and the Customer shall be obliged to properly store the complained deliverables and to keep them available until the clarification of the matter. Any return delivery of the complained deliverables at the cost and risk of the Customer might only be made after an agreement with JUSTLASER. If the notice of defects is justified, the costs of such return delivery will be reimbursed by JUSTLASER.
- 11.3 The warranty period is 24 months and commences upon notification about the readiness for shipment and acceptance at the place of fulfilment (item 8), regardless of any acceptance. The warranty duty shall not apply as soon as the Customer processed or machined even parts of the deliverables. Reverse onus as set forth in Sec. 477 of the *BGB* [German Civil Code] shall not apply.
- 11.4 JUSTLASER will not be liable for defects, if the cause for such arises from the material provided to JUSTLASER by the Customer. Claims for damages of any type shall, in this case, be excluded, and also or insofar and always if no original parts of JUSTLASER have been used.
- 11.5 Assurances and guarantee commitments of JUSTLASER will not cover consumables, wear parts or damage caused by unsuitable, defective or improper assembly, installation, use, operation, natural wear or negligent treatment.
- 11.6 Minor changes and deviations of the deliverable from any specifications shall be deemed approved by the Customer in advance.

General Terms and Conditions

- 11.7 JUSTLASER shall have the right to be released from claims for adequate price reductions when JUSTLASER improves the defective object or subsequently delivers any missing parts within an adequate period and in a manner reasonable for the Customer. Defects existing in only a part of the delivery (order), will not entitle the Customer to reject the entire delivery (order) for being defective.
- 11.8 JUSTLASER shall have no warranty obligation or liability for damages in case of a non-compliance with the operating, safety or maintenance provisions, in particular, if the deliverable is incorrectly assembled or combined with constructions or systems that are unsuitable or do not comply with the specifications, if no personal protective equipment is used during the operation, if the Customer makes changes in the deliverable, uses consumables that are unsuitable or not in compliance with the specifications or excessively uses the deliverable or otherwise operates it outside the parameters specified by JUSTLASER.
- 11.9 The products of JUSTLASER are not suitable for use in medical applications. JUSTLASER will not assume any liability for damage arising from a use of the products for medical applications.
- 11.10 Claims for damages of the Customer, regardless of the legal ground shall be excluded in case of a slight negligence on the part of JUSTLASER. In case of gross negligence, JUSTLASER's liability shall, in any case, be limited to the foreseeable damage typical for the contract, however to the maximum amount of JUSTLASER's liability insurance cover. In case of damage caused by delay, the limitation to the amount set forth in item 7.5 shall apply.
- 11.11 JUSTLASER will not be liable for indirect damage, consequential and pecuniary damages, lost profits, lost savings or damage of third parties.
- 11.12 JUSTLASER's liability under the Product Liability Act shall remain unaffected by the above regulations.

General Terms and Conditions

12 Data Protection

- 12.1 Any and all personal data provided by the Customer will be collected, processed and stored by JUSTLASER exclusively pursuant to the provisions of German and European data protection laws.
- 12.2 JUSTLASER may, in particular, process the personal data of the Customer necessary for the purpose of performing the contract. Moreover, JUSTLASER may use the customer data received in connection with the sale of goods or services to advertise its own similar products. If the Customer no longer wishes to receive any advertising, they may object to it, at any time, by sending an email to office@justlaser.com.
- 12.3 For more information on data processing by JUSTLASER, please refer to the Privacy Notice available at <https://justlaser.com/datenschutz>.

13 Miscellaneous

- 13.1 If individual provisions of these General Terms and Conditions are or become ineffective, invalid and/or null and void, the remaining provisions shall remain in full force and effect. JUSTLASER and the CUSTOMER undertake, in this case, to replace the ineffective, invalid or null and void provision by a provision which is legally effective and valid and comes as close as possible to the economic effect of the replaced provision, as permitted by law.
- 13.2 The Customer shall not be authorised to use the company name of JUSTLASER or any part thereof or any other indication of the company name of JUSTLASER in their products, announcements, advertising and business documents, without the explicit prior written consent of JUSTLASER.
- 13.3 The Customer shall not be authorised to assign to third parties any claim which the Customer has against JUSTLASER.

General Terms and Conditions

- 13.4 Any purchase order and any contract and these General Terms and Conditions shall exclusively be governed by German law, to the exclusion of the UN Convention on contracts for the international sale of goods and to the exclusion of the conflict of law rules under German international private law. The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between the Customer and JUSTLASER shall be at the court competent for the registered office of JUSTLASER.
- 13.5 Any and all communication and any legal declarations to JUSTLASER (e.g. contract offers, information or complaints for defects) shall not have any legal effect for JUSTLASER, unless they were made in writing and sent to the address JustLaser GmbH, Oberer Luß 6/2, 89155 Erbach.