

Warranty conditions for JustLaser JM4.2, JM6.4, JMOS

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Warranty conditions

JustLaser GmbH, Am Thalbach 36, 4600 Thalheim bei Wels ("JustLaser") grants the purchaser of one of the machines named on page 1 a claim in accordance with the following warranty provisions in deviation from the warranty claims in accordance with the law and the general terms and conditions of JustLaser.

1 Start and duration of the guarantee

- 1.1 The warranty shall commence on the date of issue of the invoice by JustLaser for the machine covered by the warranty. Replacement deliveries or repairs under this warranty shall neither extend the original warranty period nor trigger a new period. The warranty period for spare parts ends with the warranty period for the entire machine.
- 1.2 If no other warranty period is specified in the order confirmation and/or invoice, the warranty is granted for the following period in each case:

24 months:	Laser source
3 months:	Optics (lenses, mirrors) if the necessary cleaning work is carried out in accordance with the operating instructions
24 months:	Housing and all other components

2 Prerequisites for a warranty claim

In order for JustLaser's warranty obligation to be validly established and remain in force for the period specified in point 1, the following conditions must be met:

- 2.1 The machine was purchased by the buyer directly from JustLaser or a partner authorized by JustLaser (e.g. leasing company in the case of finance leasing of the machine).
- 2.2 The installation of the machine and the training of the purchaser or one or more persons designated by the purchaser ("operator") must have been demonstrably carried out by a JustLaser employee or a person authorized by JustLaser.

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- 2.3 The purchaser or the operators operate the machines in the environment specified in the operating instructions (e.g. room temperature, electrical fuse protection, etc.) and in the manner specified in the operating instructions and training. The technical requirements specified in the operating instructions must be met before installation and during operation of the machine. The instructions in the operating manual, in particular those relating to laser safety, must followed exactly. (in total "Intended use")
- 2.4 The machine must be professionally maintained on a regular basis. This maintenance obligation includes both (i) the maintenance and cleaning work specified in the operating instructions or training and in the self-maintenance plan (in particular on the optical components such as mirrors and lenses) and (ii) maintenance carried out by JustLaser or a partner authorized by JustLaser, which must be carried out every 2,000 operating hours or every 12 months at the latest.
- 2.5 The machine is with an extraction system supplied by JustLaser. If a different extraction system is used, the minimum requirements specified in the operating instructions must be met.
- 2.6 The defect was reported immediately, in detail and in writing directly to JustLaser or a partner authorized by JustLaser.

3 Content and scope of the guarantee

- 3.1 Replacement: Defects occurring within the warranty period will be rectified by JustLaser by replacing the affected parts. Replaced parts shall become the property of JustLaser. JustLaser shall bear the costs of transporting the spare parts (normal freight to the Buyer).
- 3.2 Installation: JustLaser will the affected component with the spare part at its own expense if the installation and removal of the

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spare part not possible or not ^{reasonable}¹ for the Buyer. If the Buyer insists on JustLaser installing or removing the spare part, even though this activity is reasonable for the Buyer, the Buyer shall bear the costs incurred (installation time, travel costs, etc.).

3.3 Minor deviations from the target condition that are insignificant for the value and usability of the machine are not covered by the warranty.

3.4 All wearing and consumable parts are excluded from the warranty. A slight reduction in laser power of up to 5% (calculated from the ^{nominal} power²) per year is also excluded from the warranty.

3.5 No further claims: Unless otherwise by law, the Customer shall have no claims beyond those set out in sections 3.1 and 3.2. In particular, JustLaser shall not accept any liability for direct or indirect, direct or indirect damage, in particular for loss of profit, or for claims asserted by third parties against the Buyer arising from a defect, the use or the inability to use the machine.

4 Exclusion of the guarantee

It is expressly pointed out that the information in the operating instructions (including maintenance instructions) must be strictly observed as a prerequisite for claiming under the guarantee. Warranty claims are excluded without any claim to completeness in the following cases in particular:

4.1 Improper installation and commissioning.

¹ The installation or removal of the spare part is reasonable if no special technical knowledge or skills are required and average manual dexterity is sufficient to carry out this activity.

² For example, for a laser source with a nominal output of 60 watts, which has an actual output of 70 watts when installed, a warranty claim only arises if the output falls below 57 watts in the first year and below 54 watts in the second year.

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- 4.2 Improper operation or stress; insufficient or improper maintenance (especially if maintenance is carried out in accordance with point 2.4;)use of unsuitable accessories or operating materials.
- 4.3 Improper use of the machine.
- 4.4 External influences, e.g. transport damage, overvoltage, damage to the surface, damage due to weathering or other natural phenomena.
- 4.5 Repairs or interventions carried out by unauthorized third parties and the use of non-original JustLaser spare parts.

5 Miscellaneous

- 5.1 These warranty conditions apply to machines that are in Austria or Germany. For machines that are operated in another EU country, the warranty conditions of that country apply. If the machine moved to a location other than the agreed delivery address, the warranty shall expire unless JustLaser has agreed in writing to maintain the warranty, whereby this agreement shall only be given for good reason (e.g. accessibility, environmental conditions, etc.), ...) can be refused. If machines are operated outside the EU, the warranty is void in any case.
- 5.2 The place of jurisdiction for all claims arising in connection with these warranty provisions shall be the competent court at the registered office of JustLaser; Austrian law shall apply exclusively.
- 5.3 Should individual provisions of these guarantee conditions be or become legally invalid for whatever reason, this shall not affect the validity of the remaining provisions.
- 5.4 The general terms and conditions of JustLaser apply, which are available at www.justlaser.com/agb .