

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

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# Warranty conditions

## Preamble

JustLaser GmbH, Weißenhorner Straße 33, 89269 Vöhringen, ("**JustLaser**") grants the purchaser of one of the machines named on page 1 ("**machine**") a claim in accordance with the following warranty provisions in the event that the machine is defective, to the exclusion of statutory warranty claims. The General Terms and Conditions of JustLaser shall not apply to these warranty provisions and shall not give rise to any further claims by the Buyer due to defects in the machine, unless this is expressly stipulated below.

## 1 Requirements for a guarantee obligation

In order for JustLaser's warranty obligation to be validly established and during the period specified in clause 2 to the extent specified in clause 3, the following conditions must be met cumulatively:

- 1.1 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).
- 1.2 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.
- 1.3 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 be followed exactly (overall "**Intended use**").
- 1.4 The machine must be regularly and professionally maintained. This maintenance obligation includes both (i) the maintenance and cleaning work specified in the operating instructions or training and in the self-maintenance plan

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(especially on optical components such as mirrors and lenses) as well as  
(ii) maintenance carried out by JustLaser or a partner authorized by JustLaser,  
which must be carried out every 2,000 operating hours or at least every twelve  
(12) months.

- 1.5 The machine is operated with extraction systems supplied by JustLaser. If a different extraction system is used, the minimum requirements specified in the operating instructions must be met.
- 1.6 All repairs or other interventions on the machine must be carried out by JustLaser or by a partner authorized by JustLaser using original JustLaser spare parts.
- 1.7 The Buyer shall notify JustLaser of the defect in due time in accordance with the Buyer's duty to inspect and give notice of defects. The Buyer must inspect incoming machines immediately for externally recognizable transport damage and identity of the delivered machines with the offer or the order confirmation. Externally visible defects must be reported to JustLaser immediately, but at the latest within five (5) calendar days of delivery, and other defects within five (5) calendar days of their discovery, at least in text form. Notices of defects must contain a precise description of the type and scope of the defects that have occurred, the deliveries affected and, if possible, also pictorial documentation of the defect. The Customer shall not be obliged to uncover the cause of the defect. JustLaser shall be entitled to request defective parts to be sent and inspected at its own expense.

### **2 Start and duration of the guarantee**

- 2.1 The warranty shall commence when JustLaser hands over the machine to the Buyer. If acceptance or commissioning of the machine has been agreed in individual cases, the warranty shall commence upon successful acceptance/commissioning.  
§ Section 640 (2) BGB shall expressly apply in this respect. If the Buyer is in default with the acceptance of the machine or the acceptance/commissioning of the machine, the warranty shall commence at the time of default.

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- 2.2 If no other warranty period is specified in the offer or the order confirmation from JustLaser, the warranty shall be valid for the period specified below.

**"Guarantee period"** granted:

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

After expiry of the three-month guarantee, the statutory warranty for defects shall apply to optics in accordance with JustLaser's General Terms and Conditions.

- 2.3 Replacement deliveries or repairs under this warranty neither extend the original warranty period nor trigger a new . The warranty period for spare parts installed in the course of a repair ends with the warranty period for the entire machine.

### 3 Content and scope of the guarantee

- 3.1 JustLaser guarantees that the machine will meet the specifications set out in the offer or the order confirmation from JustLaser during the warranty period in accordance with clause 2 if the requirements set out in clause 1 are met.
- 3.2 Defects occurring within the warranty period shall be rectified by JustLaser by repairing the machine, replacing the components of the machine affected by the defect or replacing the affected machine at JustLaser's discretion. Replaced parts or machines shall become the property of JustLaser immediately upon installation of the replaced part or delivery of the new machine. The costs of transportation of the spare parts or the machine to be replaced (normal freight to the Buyer) shall be borne by JustLaser, unless the machine was transported by the Buyer to a location other than the location of the Buyer's commercial establishment. This exclusion shall not apply if the transportation of the machine corresponds to the contractually intended use of the delivered machine.

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- 3.3 The buyer may only withdraw from the underlying contract or reduce the agreed price appropriately after two unsuccessful attempts to rectify the defect. Withdrawal shall be excluded in the event of only an insignificant reduction in the value or suitability of the delivered machine, as well as if the Buyer is in default of acceptance or if the Buyer is for the defect. As long as the Buyer has not declared its withdrawal from the contract to JustLaser or demanded compensation for non-performance, JustLaser shall be entitled to provide subsequent performance even after the deadline set by the Buyer has expired, unless the Buyer has previously notified JustLaser in writing of its refusal to provide subsequent performance.
- 3.4 Claims for damages to which the purchaser is entitled due to a defect in the machine are expressly not covered by this guarantee and can only be asserted under the following conditions:
- 3.4.1 JustLaser shall be liable without limitation for intent and gross negligence. JustLaser shall also be liable without limitation for damages resulting from injury life, limb or health, as well as for fraudulent concealment of a defect and breach of guaranteed characteristics (expressly not included are Sections 3.1, 3.2 and 3.3), as well as within the scope of mandatory statutory provisions, such as those of the Product Liability Act.
- 3.4.2 In the event of a breach of material contractual obligations, JustLaser's liability shall be limited to the amount of the damage typically foreseeable at the time of conclusion of the contract or the typically foreseeable expenses. Material contractual obligations are those obligations whose fulfillment is essential the proper performance of the contract and on whose fulfillment the Buyer relies and may also rely. Otherwise, JustLaser shall not be liable for damages in the event of slight negligence.
- 3.4.3 Liability for indirect damage and consequential damage resulting from defects in the machine supplied shall only apply to such damage is typically to be expected when the machine supplied is used as intended.
- 3.4.4 Insofar as JustLaser's liability is excluded or limited, this shall also apply to the liability of JustLaser's employees, workers, staff, representatives and vicarious agents.

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## 4 Exclusion of the guarantee

- 4.1 Warranty claims shall not exist in the event of only insignificant deviation of the delivered machine from the agreed specifications, in the event of insignificant impairment of the usability specified by JustLaser, in the event of natural wear and tear, excessive use, use of unsuitable operating materials, or in the event of defects arising due to the use of materials provided by the Buyer or special external influences, or in the event of non-reproducible software errors. If improper modifications or repair work are carried out by the Buyer or third parties no claims for defects shall exist for these and the resulting consequences.
- 4.2 Warranty claims also do not exist for defects in wearing and consumable parts if the defect due to the expected wear or use of the wearing or consumable part.
- 4.3 Warranty claims are also excluded in the event of a slight reduction in laser power of up to five (5) percent (calculated from the <sup>nominal</sup> power<sup>1</sup> ) per year.
- 4.4 These warranty conditions apply to machines that are operated in Germany. If the machine is 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 may only be refused for good cause (e.g. accessibility, environmental conditions). If the machine is operated outside the European Union, the warranty shall become void.

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<sup>1</sup> E.g. for a laser source with a nominal output of 60 watts, which has an actual output of 65 watts when installed, a warranty claim therefore 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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## 5 Final provisions

- 5.1 These warranty provisions and their interpretation shall be exclusively 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 of German private international law.
- 5.2 The exclusive place of jurisdiction for all disputes arising from or in connection these warranty provisions shall be the court with subject-matter jurisdiction for the registered office of . The place of performance for all obligations arising from or in with these warranty provisions shall be the registered office of JustLaser.
- 5.3 All communication and legal declarations to JustLaser (e.g. contract offers, information or notices of defects) shall only have legal effect vis-à-vis JustLaser if they are made in writing to the delivery address JustLaser GmbH, Weißenhörner Straße 33, 89269 Vöhringen, unless expressly agreed otherwise in these warranty provisions.
- 5.4 Should individual provisions of these warranty provisions be or become legally ineffective, invalid and/or void, this shall not affect the legal effectiveness and validity of the remaining provisions. In the event of the legal ineffectiveness, invalidity and/or nullity of individual provisions, these shall be replaced by the provisions of JustLaser's General Terms and Conditions regarding warranty and liability. If the replacement of the legally ineffective, invalid and/or void provision by JustLaser's General Terms and Conditions is not permitted, JustLaser and the Buyer undertake in this case to replace the legally ineffective, invalid or void provision with one that is legally effective and valid and corresponds to the replaced provision in its economic effect as far as possible and legally permissible. The same applies in the event of loopholes.