

**General Terms and Conditions of  
GWU-Lasertechnik Vertriebsges. mbH  
50374 Erftstadt, Germany  
Last updated: January 1995**

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1. General Information.

1.1 All of our offers, sales, deliveries and services are exclusively based on the following terms and conditions. These terms and conditions shall also apply to all future business relations without the need for a renewed agreement and shall be considered to be accepted from the acceptance of the goods or services at the latest.

1.2 Any deviations from our General Terms and Conditions or the general terms and conditions or terms and conditions of purchase of the Buyer or Client shall only be effective if we have expressly accepted these deviations for the business transaction in question.

2. Offers, Prices and Contract Conclusion.

2.1 All offers, price lists and other promotional material are subject to change and non-binding and refer to unpacked and uninsured delivery from Erftstadt excluding miscellaneous auxiliary costs and the applicable value-added tax unless otherwise specified in the individual contract. Sales contracts shall only be classified as concluded once GWU has confirmed the order and provided binding details concerning the scope of delivery and prices. If the Client is not provided with confirmation prior to the completion of the delivery or service, the contract shall be concluded on these Terms and Conditions upon acceptance of the delivery or service.

2.2 We shall be entitled to adjust our prices accordingly in the case of any changes to the prices of our preliminary supplier, our manufacturing expenses, wages, currency parities, customs duties or other expenses that have a direct or indirect impact on our deliveries or services and occur between the conclusion of a contract and the provision of the delivery or service.

2.3 Oral subsidiary agreements or warranties made by our staff or representatives require our written confirmation in order to become valid.

2.4 We are entitled to correct any clear calculation or typing errors, even in the case of invoices that have already been issued.

2.5 We reserve the right to make amendments related to technical advances.

3. Place of Performance, Court of Jurisdiction and Legal Basis.

3.1 The place of performance is the town of Erftstadt, Germany.

3.2 The court of jurisdiction is Erftstadt, Germany.

3.3 German law shall apply exclusively to business relations and all legal relations between GWU and the Client.

4 Shipment, Delivery and the Transfer of Risk.

4.1 If the Client does not stipulate a shipping method, GWU shall choose a suitable shipping method and use standard methods to package goods.

4.2 GWU is entitled to make partial deliveries at any time.

4.3 The delivery time shall begin to apply upon confirmation of the order by GWU but shall not apply until the Client has fulfilled any contractual obligations. The delivery date shall be the date of dispatch or the date of notification that the goods are ready for dispatch.

4.4 In the case of any influential factors for which GWU is not responsible, for example industrial disputes, operational disturbances and instructions of higher authority, GWU shall be entitled to postpone the delivery and/or service for the duration of the obstruction plus an appropriate lead time or to fully or partially withdraw from the contract on account of the part of the contract that has yet to be fulfilled. In the event that the obstruction continues for longer than three months, the Customer shall be entitled to withdraw from the contract in respect of the part of the contract that has yet to be fulfilled after granting an appropriate grace period by notifying GWU of his/her withdrawal from the contract in writing after the expiry of this period of three months. Claims for damages against GWU cannot be derived from delivery delays or releases from delivery obligations.

4.5 In the event that the Client breaches the contract by not accepting deliveries or services, GWU shall be entitled to use the subject of the contract for other purposes and to charge the Client 20% of the purchase price after granting an appropriate deadline period during which potential storage costs must be covered by the Client.

4.6 The risk shall be transferred to the Customer when the goods are dispatched at the latest. In the event that the delivery is delayed due to circumstances for which GWU is not responsible, the risk shall be transferred to the Client from the day on which the goods are made ready for dispatch onwards.

4.7 The Client shall be entitled to withdraw from the delivery contract in the event that the delivery date is exceeded due to circumstances for which GWU is responsible and GWU is also unable to make the delivery after being granted an appropriate deadline. Claims for damages based on any type of delivery delay are excluded.

**General Terms and Conditions of  
GWU-Lasertechnik, Page 2  
Last updated: January 1995**

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**5. Payment Terms and Retention of Title.**

5.1 All invoices concerning deliveries must be paid in full within 30 days of the invoice date. All invoices concerning services, rentals or any related materials must be paid in full immediately upon receipt.

5.2 Partial deliveries are permitted, will be charged immediately and must be paid for in accordance with these Terms and Conditions.

5.3 If the term of payment is exceeded, GWU shall be entitled to charge interest on arrears amounting to at least 2% more than the respective discount rate of the German Central Bank plus the respective value-added tax from the due date onwards.

5.4 Payments shall only be classified as completed once GWU is able to use the amount paid, in particular after cheques or bills have been cashed.

5.5 If there are any justified doubts concerning the creditworthiness of the Client or the Client does not meet his/her payment obligations in accordance with the contract, GWU shall be entitled to declare the entire remainder of the debt to be due.

5.6 GWU shall retain ownership of the supplied item until all payments arising from the delivery contract have been received (goods subject to retention of title). Delivered goods, materials and parts are not permitted to be pledged or transferred as security during the period of retention of title. In the case that third parties access the goods subject to retention of title, the Client shall inform the third parties of GWU's ownership of these goods and immediately inform GWU of this access. In the event that the Client sells the goods, by doing so, he/she shall assign the claim to GWU and undertake to provide information concerning the stock and amount on demand.

**6. Warranty, Liability and Compensation.**

6.1 Unless otherwise expressly agreed in the contract, a warranty period of 6 months shall be granted for material defects and shall begin at the point of transfer of risk.

6.2 Clear defects in delivered goods, transport damages, missing or incorrect deliveries or missing warranted properties must be immediately reported in writing within five working days after receipt of the goods. Any transport damages must be reported to the carrier at the same time. Hidden defects must be reported immediately in writing within five working days of being discovered.

6.3 In the event that the goods display a defect or a warranted property is missing due to circumstances that were present before the transfer of risk, GWU shall be entitled to choose to demand that the Customer a) send

the defect part or device to GWU in the most cost-effective manner possible for repair and subsequent return or b) retain the defect part or device so that a GWU representative can be sent to the Customer to repair the item or provide a replacement. In the event that the Client demands that the warranty work be carried out at a location specified by the Client, GWU can meet this demand and in doing so, will not charge the Client for parts covered by the warranty but will charge for travel expenses and labour costs at the standard GWU rates.

The Client must state the time and opportunity required for the completion of the necessary repairs and replacements within an appropriate period.

6.4 The warranty does not apply to defects that can be traced back to improper use, assembly and/or operation, natural wear or consumption or the use of consumables that do not meet the original specifications.

6.5 Warranty claims are not transferable.

6.6 If the rectification of defects or provision of replacements is not successful within an appropriate period, the Customer shall be entitled to demand that the payment be reduced or the delivery contract be cancelled.

6.7 In the event that items are provided on a rental basis, defects in parts of the scope of delivery shall have no influence on the rights of GWU with regard to the remaining parts.

6.8 Any kinds of claims for damages or warranty claims that extend past the framework specified in these Terms and Conditions are excluded.

6.9 Any liability of the Contractor and its legal representatives, agents and employees to the Client is excluded in all cases except those involving intent and gross negligence.

**7. Severability Clause.**

If any of the individual provisions in these General Terms and Conditions are invalid or become invalid, the invalid conditions will be replaced by provisions that come closest to the economic purpose of the contract whilst appropriately protecting the mutual interests of the contracting parties.

GWU, Erfstadt, Germany, January 1995