

1. General terms, scope, written form

1.1 Z-LASER carries out all sales, deliveries and other supplies of goods and services to entrepreneurs within the meaning of section 14 German Civil Code (BGB), legal entities under public law and special funds under public law exclusively in accordance with the following terms and conditions (GTC), which the customer acknowledges by placing an order or accepting a delivery. These Terms and Conditions apply likewise to all future commercial relationships even if they are not again expressly agreed.

1.2 Any standard business terms of a customer that deviate from, contradict or supplement these General Terms and Conditions do not comprise part of the contract even if Z-LASER does not expressly object such terms.

2. Contract conclusion and terms

2.1 No contract is concluded until Z-LASER has confirmed the order in writing. The terms of the contract are governed exclusively by the contents of the order confirmation and these terms of delivery. Individual agreements with the customer take precedence over these General Terms and Conditions of Sale and Delivery. A written contract or written confirmation by Z-LASER is controlling with regard to the terms of any such agreement.

2.2 Legally material declarations and notifications (e.g. rescission, reduction in price or notification of defects) required to be submitted by the customer after conclusion of the contract must be made in writing in order to be effective.

2.3 References to the application of provisions of law are solely for purposes of clarification. Relevant statutory provisions shall apply even without such reference insofar as they are not modified or excluded in these General Terms and Conditions of Sale and Delivery.

3. Description of goods, offer documents, right of modification

3.1 Information in catalogues, price lists, brochures and other information materials provided to the customer by Z-LASER, as well as information describing the product, are in no case to be understood as a guarantee for a specific quality of the respective product to be delivered. Any such guarantees must be expressly agreed in writing.

3.2 Unless otherwise agreed, samples will only be supplied in exchange for payment.

3.3 Z-LASER reserves all property rights, copyrights, name rights and industrial property rights, if any, to the documents and other items supplied to the customer, including without limitation cost estimates, drawings, models, samples and software. The documents referred to above may not be disclosed to third parties even after termination of the contract. The foregoing non-disclosure obligation shall not expire until and to the extent that the know-how contained in any documents provided has become generally known.

3.4 Z-LASER reserves the right to assert any and all claims to which it is entitled in the event that the customer provides documents or other objects it has received to a third party without authorisation.

3.5 Z-LASER reserves the right to make changes in design and materials provided that the agreed function and appearance are not modified as a result and it may be reasonably assumed that the change will be accepted by the buyer. Any more extensive changes require the consent of the customer.

4. Prices, terms of payment, default of payment

4.1 The prices stated in Z-LASER's order confirmation are binding. Unless otherwise agreed, such prices are stated ex works plus the applicable statutory value added tax. Freight and packaging costs, customs duties, import and export charges, postage and premiums for insurance policies taken out at the customer's request shall be borne by the customer.

4.2 Prices may be increased for deliveries due later than four months after conclusion of the contract if they are based on changes in pricing factors occurring after conclusion of the contract. The amount of any such price increase must be warranted as a result of the change in the pricing factors concerned and must be communicated to the customer within a reasonable period.

4.3 All invoices are to be paid within ten days of receipt of the goods without deduction. After expiry of this period, the customer shall be in default without further reminder. Discounts or other allowances shall only be granted on the basis of a written agreement.

4.4 Z-LASER reserves the right, in specific cases, to specify other terms of payment or prepayment.

4.5 Cheques and bills of exchange are only accepted as conditional payment and shall not be deemed payment until they have been unconditionally credited to the specified account of Z-LASER and are recognised in the amount of such credit. Any and all costs arising from payment by bill of exchange or cheque, plus statutory value-added tax, shall be borne by the customer.

4.6 Z-LASER may demand advance payment or security in an appropriate amount from the customer within an appropriate period if a deterioration or imminent deterioration of the customer's financial circumstances is to be expected due to events that have subsequently occurred or of which Z-LASER subsequently becomes aware. Z-LASER may refuse performance and preparatory actions until its request has been fulfilled and is entitled to withdraw from the contract or to claim damages for non-performance if the customer refuses to make advance payment or provide security or if a reasonable deadline set by Z-LASER has expired without results.

4.7 The customer shall pay interest on the amount owed at 8% above the base rate during any period of default. Z-LASER reserves the right to establish and assert higher damages resulting from default.

4.8 The customer shall only have a right of offset, or may only assert a right of retention, if and to the extent that their claims have been legally-established or recognised by Z-LASER and to the extent that they are based on the same legal relationship.

4.9 Unless otherwise agreed, payments received by Z-LASER from the customer shall be applied to their obligations in the order of maturity as provided in Section 4.3.

5. Delivery, delay in delivery, disposal

5.1 Delivery and performance dates are only binding if they have been expressly confirmed in writing by Z-LASER. Delivery periods commence on the date of the order confirmation, but not before all technical and other details of the contract have been clarified, all necessary documents, approvals, releases have been provided and any product-related questions have been completely clarified by the customer and any contractually agreed down payment has been made.

5.2 Partial performance and partial deliveries are permitted to a reasonable extent. Z-LASER may demand reasonable advance payments in such cases.

5.3 All delivery obligations are subject to correct and timely deliveries to Z-LASER by its suppliers. This shall only apply in the event that Z-LASER is not at fault for the non-delivery concerned, in particular if it has concluded a congruent cover transaction.

5.4 In the event of a force majeure event and other unforeseeable, extraordinary circumstances occurring through no fault of our own, e.g. operational disruptions, strikes and lockouts, material procurement problems, disruptions to transport routes, etc. (including circumstances occurring at third-party operations), the period for delivery or performance shall be extended by the period necessary to resolve the reason for delay and a reasonable start-up period, insofar as such circumstances prevent Z-LASER from fulfilling its obligations in a timely manner. Z-LASER shall inform the customer of the beginning and end of any such impediments as soon as possible. Z-LASER shall be released from its delivery obligation if delivery or performance becomes impossible or unreasonable due to the aforementioned circumstances. If a delay in delivery lasts longer than two months, both parties are entitled to withdraw from the contract. The customer may not derive any claims for damages from circumstances under which the delivery period is extended or if Z-LASER is released from its obligation to deliver.

5.5 Delivery and performance deadlines shall be deemed to have been met if the conditions for the passage of risk (Section 6) were satisfied prior to the expiry of the relevant period. The same applies to compliance with delivery and performance dates. Z-LASER shall only be liable to the extent specified in Section 9 in the event of delays in delivery for which Z-LASER is responsible.

5.6 Z-LASER shall not be liable for delays in, or the failure to make, supplies of goods and services based on the fault of its suppliers. However, it undertakes to assign to the customer any claims for compensation it may have against its suppliers.

5.7 If Z-LASER is in default of delivery or performance as a result of simple negligence, damages due to such delay in delivery or performance that may be claimed in addition to the delivery/performance shall be limited to 0.75% of the value of the delivery/performance for each full week of the delay, limited however to a maximum of 5% of the value of the delivery/performance concerned. Z-LASER reserves the right to establish that the customer suffered no damages or that any damages incurred were considerably lower than the rate specified above. If the customer claims damages in the aforementioned cases in lieu of delivery or performance, such claim for damages shall be limited to 15% of the value of the delivery/performance concerned. The limitation on liability described in the first and second sentences of this subsection shall not apply in the event of default as a result of gross negligence, nor in the event of injury to life, limb or health, nor in the event of fixed-date transaction, i.e. in the case of a transaction where compliance with the agreed delivery time is of the essence to such transaction.

5.8 The customer and user of our laser tools is responsible for disposal of the respective themselves once taken out of service.

6. Shipment and passage of risk

6.1 Delivery shall be ex works which likewise represents the place of performance. Goods will be shipped at the customer's request and expense. Unless otherwise agreed, Z-LASER selects the shipping route and method of transportation.

6.2 At the latest, the risk of accidental loss and accidental deterioration of the goods passes to the customer upon delivery. In the case of a sale involving the carriage of goods, risk shall pass when the goods are delivered to the carrier. This shall also apply in the case of partial deliveries and/or the costs of transport or shipment have been assumed by Z-LASER on the basis of a special agreement. In the event acceptance is required, this is determinative for purposes of passage of the risk of loss.

6.3 If shipment of the goods or acceptance is delayed due to circumstances for which Z-LASER is not responsible, risk shall pass to the customer upon notification of readiness for shipment or acceptance. Goods must be accepted promptly on the acceptance date or alternatively after notification by Z-LASER that the goods are ready for acceptance. The customer may not refuse acceptance based on a minor defect.

6.4 Transport insurance shall only be purchased at the customer's request and expense.

6.5 Z-LASER shall only be liable for improper packaging in the event of gross negligence on its part and in the event of gross negligence on the part of its legal representatives and vicarious agents.

7. Retention of title

7.1 Z-LASER retains title to all goods delivered by it (goods subject to retained title) until all obligations related to the commercial transaction with the customer have been paid. The customer is obliged to handle such goods with care until the transfer of ownership and to inform Z-LASER immediately in the event of seizure, confiscation, damage and loss.

7.2 Goods subject to retained title may be processed and treated on behalf of Z-LASER without Z-LASER incurring any liabilities as a result. If the customer combines, mixes, blends or processes goods subject to retained title with other goods or transforms such goods, Z-LASER shall acquire a co-ownership interest in the new object proportionate to the value of the goods delivered by and that of the other objects subject to processing. The new goods shall also be regarded as goods subject to retained title within the meaning of these General Terms and Conditions.

7.3 The customer may process and sell goods subject to retained title in the ordinary course of business. However, the customer is not entitled to pledge goods subject to retained title, assign them by way of security or otherwise dispose of them in such a way as to endanger the ownership interests of Z-LASER. The customer hereby assigns in advance any claims resulting from re-sales to Z-LASER which whereby accepts such assignment. If the customer sells goods subject to retained title after processing or transformation, or after combination with other goods, or together with other goods, the assignment of the related receivable is only deemed to have been agreed with regard to a share corresponding to the price agreed between the customer and Z-LASER plus a security margin of 10% of such price. Subject to revocation, the customer is authorised to collect the claims assigned to Z-LASER in its own name in a fiduciary capacity for Z-LASER. Z-LASER may revoke this authorisation, as well as the right to resell, if the customer is in default of material obligations such as payments to Z-LASER; in the event of revocation, Z-LASER shall be entitled to collect respective claims itself.

7.4 Authorisation of the customer to sell goods subject to retained title, and to process, transform, mix and blend such goods, as well as to collect claims subject to assignment, shall lapse in the event of non-compliance with their payment obligations, in the event of unauthorised dispositions of goods subject to retained title and/or the assigned claims as well as in all cases of a sustained deterioration of the customer's financial situation, including without limitation in the event of an application for insolvency proceedings with regard to the customer's assets. In such cases, Z-LASER is entitled to take possession of the goods subject to retained title immediately and to collect any previously-assigned claims in its own name.

7.5 Z-LASER shall be entitled to temporarily retake possession of the goods subject to retained title in the event that the customer is in default of payment with regard to a significant part of their payment obligations. This right to retake possession does not extend to goods that have already been paid for. The exercise of this right to retake possession does not represent revocation of the contract unless Z-LASER has expressly provided notice of revocation. The customer shall bear any costs incurred in connection with the exercise of the right to retake possession (in particular transport and storage costs) if Z-LASER provided reasonable notice of its intent to retake possession. Z-LASER is entitled to dispose of goods subject to retained title that it has retaken into its possession and to satisfy its claims with the proceeds provided that Z-LASER gave notice of its intent to dispose of such goods in advance. In providing such a notice, Z-LASER must set a reasonable deadline for the customer to satisfy their obligations.

7.6 At the customer's request, Z-LASER shall be obliged to release collateral of its choice if the total realisable value of such collateral (goods subject to retained and assigned claims) exceeds the total amount of obligations owed to Z-LASER by more than 10%.

8. Notice of defects, warranty rights, liability, limitations period

8.1 The customer shall inspect the products delivered immediately after their delivery to the customer and shall notify Z-LASER in writing of any defects identifiable upon delivery of such products immediately, and in any event no later than two weeks after delivery, and shall provide a detailed description of the defect. The customer shall notify Z-LASER in writing of latent defects within a period of two weeks from the discovery of the respective defect. Otherwise, the customer's warranty claims with regard to such defects shall lapse. For purposes of compliance with the two-week deadlines referred to above, timely dispatch of the written notice of defects by the customer shall suffice provided that a timely-sent notice of defects is actually received by Z-LASER.

8.2 The customer waives all warranty claims if they improperly install, store or handle the respective goods, in particular if they open them without written instructions from the manufacturer, unless the customer proves that this was not the cause of the respective defect.

8.3 In the event that goods that have been delivered are defective, Z-LASER shall be entitled to cure the defect by means of repair or replacement. If Z-LASER has refused to attempt a cure, or if an attempt at cure has failed or if Z-LASER cannot reasonably be expected to attempt to cure the defect, the customer shall be entitled, at their option, to withdraw from the contract or to reduce the purchase price in accordance with applicable statutory provisions. Z-LASER shall only be liable for damages due to a defect in goods that have been delivered to the extent specified in Section 9. Any more extensive statutory liability for defects is excluded.

8.4 The parties are deemed to have agreed to the product description provided by Z-LASER as the exclusive description of the quality of the goods. Public statements, promotional statements or advertising on the part of Z-LASER do not represent indicators of quality or characteristics for purposes of the contract.

8.5 The limitations period for material defect claims shall be two years in cases of intent and gross negligence as well as injury to life, limb or health for which Z-LASER is responsible and one year in all other cases.

8.6 If the customer receives faulty assembly instructions, Z-LASER shall only be obliged to supply correct assembly instructions, however this only applies in the event that the faulty assembly instructions prevent proper assembly. The same applies analogously to operating instructions and foreign-language texts.

9. Limitations on liability

9.1 Z-LASER shall be liable in accordance with the provisions of the Product Liability Act as well as in cases of inability to perform and impossibility of performance for which it is responsible. Furthermore, Z-LASER shall be liable for damages in accordance with applicable statutory provisions in cases of intent, gross negligence, assumption of a guarantee as well as in cases of injury to life, limb or health for which Z-LASER is responsible. In all other cases, if Z-LASER violates a material contractual obligation, or a cardinal obligation, due to simple negligence, i.e. obligations the fulfilment of which is necessary for the proper performance of the contract and the compliance with which the customer may regularly rely, as well as obligations the violation of which endangers the achievement of the purpose of the contract, Z-LASER's obligation to pay damages shall be limited to foreseeable damage typical to the contract. In all other cases of liability, claims for damages due to the violation of a contractual obligation, as well as claims in tort, are excluded, so that Z-LASER is not liable for lost profit or other financial losses of the customer to such an extent.

9.2 Insofar as liability on the part of Z-LASER is excluded or limited based on the foregoing provisions, this shall also apply to the personal liability of the staff, employees, associates, representatives and other agents of Z-LASER.

10. Repairs and storage

Z-LASER is obliged to store customers' goods sent in for the purpose of repair, maintenance, evaluation or for other reasons for a period of no more than three months after receipt provided the customer has not given any instructions as to what is to be done with such goods. Upon expiry of this period, customers' goods may be disposed of as waste or used in a commercially reasonable manner; any resulting proceeds shall be offset against costs incurred as a result of non-acceptance (handling, cost estimates, storage, transport).

11. Final provisions

11.1 The exclusive place of jurisdiction for all legal disputes arising under or in connection with the contractual relationship between the parties shall be the location of the Z-LASER registered office.

11.2 These terms of delivery, and the contractual relationship between the parties, shall be governed by the laws of the Federal Republic of Germany.