

General terms and conditions of RJ Lasertechnik GmbH



09-2020

§ 1. General

- (1) These general terms and conditions (GTC) are part of all offers and contracts for deliveries and services by RJ Lasertechnik GmbH, Boschstrasse 20, 52531 Übach-Palenberg.
- (2) These general terms and conditions apply exclusively; RJ Lasertechnik GmbH does not recognise conflicting or deviating conditions of the customer unless it has expressly agreed to their validity. The general terms and conditions of RJ Lasertechnik GmbH also apply if it carries out the delivery to the customer without reservation in the knowledge of conflicting or deviating conditions of the customer.

§ 2 Offers

- (1) The offer by RJ Lasertechnik GmbH is non-binding. Dimensions, weight and performance specifications as well as illustrations and drawings are approximate and non-binding, unless they are expressly designated as binding.
- (2) For the legal relationship between RJ Lasertechnik GmbH and the business partner, only the written contract including these general terms and conditions is decisive; otherwise, the content of the order confirmation from RJ Lasertechnik GmbH, including these general terms and conditions is decisive. All agreements – of whatever kind – made between RJ Lasertechnik GmbH and the customer for the purpose of executing a contract must be set out in writing in this contract. Oral agreements are ineffective.
- (3) Unless otherwise agreed, a binding period of 4 weeks applies to written offers.
- (4) RJ Lasertechnik GmbH reserves the property rights and copyrights to the documents attached to an offer – such as images, drawings, sketches, weight and dimensions. They must not be made accessible to third parties unless the customer has obtained the express written consent of RJ Lasertechnik GmbH before passing the documents on to third parties. The documents are to be returned on request.
- (5) If, contrary to paragraph 4, the customer passes documents on to third parties without approval or if the customer takes ideas or concepts from the offer documents of RJ Lasertechnik GmbH, the customer is obliged to pay damages, without proof of specific damage, at a flat rate of at least 5% of the gross offer price.

§ 3 Pricing and payment

- (1) Unless otherwise stated in the order confirmation, the prices apply ex works in EUR without the applicable VAT, without packaging and shipping.
- (2) The prices of the order confirmation or the invoice always apply. Payment is to be made within 10 days of

the invoice date with a 2% discount, at the latest 30 days from the invoice date net.

- (3) If the payment deadline is not met, we will charge default interest based on the applicable default interest rate for commercial transactions. The customer can only offset against counterclaims that are undisputed, legally binding or recognised by RJ Lasertechnik GmbH. The customer is only authorised to exercise a right of retention if the customer's counterclaim is based on the same contractual relationship.
- (4) The claims of RJ Lasertechnik GmbH are due immediately in the event of default in payment, payment difficulties, initiation of bankruptcy or settlement proceedings.
- (5) A minimum order value of € 90.00 plus VAT applies to all deliveries and services.

§ 4 Retention of title

- (1) Deliveries of goods remain the property of RJ Lasertechnik GmbH until all claims to which RJ Lasertechnik GmbH is entitled from the business relationship with the customer have been satisfied. The inclusion of individual claims in a current invoice or the drawing of the balance and their recognition do not cancel the retention of title.
- (2) As long as the delivery item according to paragraph 1 is still owned by RJ Lasertechnik GmbH, the customer may neither pledge it nor assign it as security. In the event of seizure, confiscation or other disposal by third parties, the customer must immediately notify RJ Lasertechnik GmbH in writing. Resale is only permitted to resellers in the ordinary course of business on the condition that the reseller receives payment from their customer.
- (3) As long as the delivery item is still the property of RJ Lasertechnik GmbH in accordance with paragraph 1, processing or transformation of the delivery item by the customer will always be carried out for it. If the delivery item is processed with other items not owned by RJ Lasertechnik GmbH, RJ Lasertechnik GmbH acquires joint ownership of the new item in the ratio of the value of the delivery item to the other processed items at the time of processing. The same applies to the item created through processing as to the delivery item delivered under retention of title.
- (4) As long as the delivery item according to paragraph 1 is still owned by RJ Lasertechnik GmbH and other items that are not owned by RJ Lasertechnik GmbH are inseparably mixed, RJ Lasertechnik GmbH acquires co-ownership of the new item in the ratio of the value of the delivery item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer transfers proportional co-ownership to RJ Lasertechnik GmbH. The customer shall retain the resulting sole or joint ownership for RJ Lasertechnik GmbH.

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09-2020

- (5) The customer bears any costs of interventions.
- (6) RJ Lasertechnik GmbH undertakes to release the securities to which it is entitled at the request of the customer insofar as the value of its securities exceeds the claims to be secured by more than 25 percent. RJ Lasertechnik GmbH is responsible for selecting the securities to be released.

§ 5 Delivery period and delivery

- (1) Delivery periods begin after receipt of all documents, permits, releases and the agreed down payments required for the execution of the order, but not before a final order confirmation has been sent to the customer. The delivery period is met if the delivery item has left the factory by its expiry or readiness for dispatch has been notified.
- (2) A delivery period is extended appropriately in the event of unforeseen obstacles that are beyond the will and influence of RJ Lasertechnik GmbH, e.g. operational disruptions, lockouts, delays in the delivery of essential raw and building materials, insofar as such obstacles can be shown to have a significant influence on the completion or delivery of the delivery item. In important cases the customer shall be informed immediately about the beginning and the end of such obstacles.
- (3) If RJ Lasertechnik GmbH is in default with the delivery, the customer is entitled, after a reasonable grace period, to claim compensation for the delay or to withdraw from the contract. RJ Lasertechnik GmbH has the right to provide evidence contrary to the customer's claim for damages that the delay caused no or (significantly) lower damage.
- (4) If the shipment is delayed at the request of the customer, the customer shall be charged the costs arising from the storage for each month, beginning one month after notification of readiness for shipment. RJ Lasertechnik GmbH is entitled to otherwise dispose of the delivery item after an unsuccessful expiry of a reasonable deadline and to deliver to the customer with an appropriately extended deadline.
- (5) If the customer is in default of acceptance or if the customer violates other obligations to cooperate, RJ Lasertechnik GmbH is entitled to demand the damages it incurs, including any additional expenses. In this event, the risk of accidental loss or accidental deterioration of the delivery item is transferred to the customer at the point in time at which the customer is in default of acceptance.
- (6) The cancellation/partial cancellation of orders requires the express, written consent of RJ Lasertechnik GmbH. RJ Lasertechnik GmbH reserves the right to assert the resulting damages, but in any case to invoice at least 30% of the order value. The purchaser is free to prove that RJ Lasertechnik GmbH suffered no or only minor damage.
- (7) Partial deliveries are permitted.

§ 6 Transfer of risk and receipt

- (1) Unless otherwise noted, shipping is carried out, depending on size and weight, with a shipping company commissioned by RJ Lasertechnik GmbH, by express, rail or post. The risk of accidental loss and damage to the delivery parts, e.g. due to theft, weather conditions or damage to third parties is transferred to the customer when the delivery parts are handed over to the shipping company. This also applies if carriage paid delivery has been agreed.
- (2) In the event of delays in dispatch for which the customer is responsible, the risk is transferred when the customer is notified that the goods are ready for dispatch.
- (3) There is goods transport insurance for up to 10,000 EUR per individual risk of an order for the delivery. At the request and expense of the customer, the delivery can also be insured higher.
- (4) The customer is obliged to accept the delivered goods.

§ 7 Returns

- (1) Return deliveries can only be accepted if an accompanying slip with all the information necessary for identification is enclosed.
- (2) If, with the consent of RJ Lasertechnik GmbH, goods and devices are taken back or exchanged for reasons for which it is not responsible, it is entitled to charge processing costs. The freight costs are borne by the return sender.
- (3) Custom-made products, modified devices and workpieces processed under contract are excluded from return and exchange.

§ 8 Warranty / liability

- (1) If, despite all due care, the delivered goods show a defect, RJ Lasertechnik GmbH shall, subject to timely written notice of defects, either repair the goods or deliver replacement goods. RJ Lasertechnik GmbH must always be given the opportunity to provide supplementary performance within a reasonable period. Immediately recognisable defects must be reported to RJ Lasertechnik GmbH within 14 days of receipt of the goods. If RJ Lasertechnik GmbH agrees to discuss a complaint, this does not deprive it of the right to assert its delay.
- (2) Unless expressly agreed otherwise, RJ Lasertechnik GmbH works according to the permissible dimensional tolerances in accordance with DIN 7168 "Medium" or the deviations technically intended for the respective processing. The delivery of goods within the technical tolerances is deemed to be in accordance with the contract.

General terms and conditions of RJ Lasertechnik GmbH



09-2020

- (3) Claims for defects do not exist in the event of only insignificant deviations from the agreed quality, in the event of only insignificant impairment of the usability, in the event of natural wear and tear, as well as damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable equipment, defective construction work, unsuitable subsoil or that arises due to special external influences that are not presumed by the contract. If improper repair work or changes are carried out by the customer or a third party, there are no claims for defects for this or the consequences thereof.
- (4) If the supplementary performance fails, the customer can – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration. Claims of the customer due to the expenses necessary for the purpose of the supplementary performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods delivered by RJ Lasertechnik GmbH are subsequently transferred to a location other than the branch of the customer, unless the transfer corresponds to the intended use.
- (5) RJ Lasertechnik GmbH is liable in accordance with the statutory provisions insofar as the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents. Unless RJ Lasertechnik GmbH is accused of intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage.
- (6) Claims for defects become statute-barred 12 months after the goods are delivered by RJ Lasertechnik GmbH to the customer. Insofar as the law prescribes longer periods, these periods apply. The statutory limitation period also applies to claims for damages in the event of wilful intent and gross negligence as well as injury to life, body or health based on an intentional or negligent breach of duty by RJ Lasertechnik GmbH.
- (7) The customer's right of recourse against RJ Lasertechnik GmbH only exists insofar as the customer has not made any agreements with their customer that go beyond the legally mandatory claims for defects.
- (8) Liability for customer material in its possession is excluded to the extent permitted by law; in particular, RJ Lasertechnik GmbH is only liable for wilful intent and gross negligence in the case of storage and processing. Liability for delivered material and follow-up costs is limited to the order value.
- (9) Material replacement for rejects does not take place if the rejects are within the framework of the guideline values applicable to the respective workpiece, which can be specified when the order is placed. The material properties specified by the customer are generally not checked by RJ Lasertechnik GmbH, unless at the request and expense of the customer. The processing sequences and requirements for the material proposed by RJ Lasertechnik GmbH do not release the customer from independently checking the usability for its own needs.
- (10) RJ Lasertechnik GmbH is only liable within the scope of its existing insurance coverage.
- (11) Liability for culpable injury to life, limb or health remains unaffected. This also applies to mandatory liability under the Product Liability Act.
- (12) For deliveries of goods and devices, RJ Lasertechnik GmbH gives a guarantee of 12 months from commissioning – but a maximum of 24 months from delivery – for defective material (except for wear parts) whose failure is due to manufacturing or material defects. The guarantee does not extend to devices that are damaged by improper handling, overloading or connection errors.
- (13) Unless otherwise agreed above, RJ Lasertechnik GmbH accepts no liability.

§ 9 Applicable law, place of performance and place of jurisdiction

- (1) German law applies.
- (2) The place of jurisdiction and performance for all contractual services is the registered office of RJ Lasertechnik GmbH.