

General Terms and Conditions of LaVa-X GmbH Herzogenrath

I. Validity of these conditions

All offers, order confirmations, deliveries or services which are provided to us or which we provide to our customers are based exclusively on these general terms and conditions. Changes, additions or conflicting conditions of our business partners shall only apply if they have been expressly confirmed by us in writing in individual cases.

II. Conditions of sale and performance

1. Offers and conclusion of contract

- a. We shall be bound by our offers for 30 days unless another binding period is expressly stated in the offer text. Documents attached to an offer are not an integral part of this offer unless they are expressly identified as an integral part of the offer.
- b. All dimensions, weights, data and illustrations in catalogues, brochures and other documents issued by LaVa-X for information purposes are given to the best of LaVa-X's knowledge but may change at short notice for technical reasons. The values stated in the order confirmation are therefore solely authoritative for the technical data.
- c. Our written order confirmation shall be decisive for the scope of the contractual obligations. If no such confirmation is issued in an individual case, the offer accepted by the customer shall be decisive for determining the contractual obligations. In this case, the invoice shall be deemed to be the order confirmation.
- d. Subsequent additions, modifications or agreements must be made in writing.
- e. If the buyer does not perform the part of the concurrent performance incumbent upon him, we shall be entitled to refuse performance of the contract until the buyer has affected counter-performance or provided security for it. If the buyer does not provide the consideration or the security within a reasonable period, we are entitled to withdraw from the contract.

2. Execution of consultations / application investigations

- a. LaVa-X prepares an offer for consultations and application studies to be carried out. The offer describes the content and the scope of the consulting service, the task of the application investigation as well as the processing period. If the placing of order contains deviations from the offer, these shall only be deemed to have been agreed upon with the express written confirmation by LaVa-X.
- b. All consultations and application tests are carried out by LaVa-X with the utmost care. However, the achievement of a predetermined consultation or examination goal cannot be guaranteed.
- c. We shall only be liable for damage to objects or items of any kind whatsoever which are handed over to us or handed over to us by the customer for application investigations if they were caused by intent or gross negligence. We expressly point out that damage to objects handed over/left cannot be excluded even if the greatest possible care is taken, since laser technology is a technology in which the application results cannot be fully estimated in advance.

3. Prices / Terms of payment

- a. Unless otherwise stipulated in our offer or order confirmation, our prices are ex works.
- b. The indicated prices are fixed prices. They are net prices in Euro without VAT, for delivery ex works without costs for packaging, shipping and insurance. The value added tax will be calculated separately at the rate valid on the day of invoicing.
- c. Invoices are payable without deduction within 14 days of receipt by the customer. After expiry of this period, the customer shall be in default without the need for a reminder.
- d. During the delay the customer must pay default interest according to § 288 BGB.
- e. The withholding of payments is only permissible in cases recognized by law. Offsetting against counterclaims of the purchaser which are not recognized or not legally binding is excluded.
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4. Scope of delivery / Delivery time

- a. The basis for the scope and time of delivery is our written order confirmation. If a separate order confirmation is not issued, the offer accepted by the customer shall form the basis for determining the scope and timing of delivery.
- b. The delivery date is not a fixed date unless a fixed delivery has been expressly agreed with LaVa-X GmbH. If no such agreement has been made, the notified delivery period shall represent an expected date of receipt; a delivery waiting period of 4 weeks calculated from this date shall be deemed to have been agreed. Compliance with the notified delivery period presupposes that all details and plans necessary for the processing of all commercial and technical details have been made available by the customer in good time and that the agreed terms of payment, the agreed advance payments have been made. The delivery period notified by us may be extended appropriately if changes are agreed after conclusion of the contract or if unforeseeable obstacles arise which are beyond our control. In the event of delays due to strikes and lockouts, the waiting period agreed above shall apply. If the delivery time notified in writing and the waiting period are exceeded, we shall be in default of delivery as soon as the customer has set a reasonable grace period and has threatened legal consequences.
- c. All deliveries are made ex works in one-way packaging, which we charge at cost price.
- d. Partial deliveries are permissible. However, fulfilment shall not occur until all parts of the order have been delivered in full. If the partial delivery is made at the customer's request, the delivery costs shall be borne by the customer.
- e. In the event of default of acceptance on the part of the customer, we shall be entitled to dispose otherwise of the subject matter of the contract to the extent that the customer does not accept the goods despite a written extension of time with threat of legal consequences.

5. Commissioning

- a. Before commissioning the delivered goods by the customer, the enclosed installation instructions and operating instructions must be read carefully - especially for laser

beam welding systems - and all safety regulations for their use must be observed.

- b. With every first delivery of a laser welding system to a buyer, Lava-X GmbH will instruct, install and commission the device.

6. Passing of risk

We deliver ex works at the risk and expense of the buyer. The risk shall pass to the buyer as soon as the goods have left our works for shipment. If dispatch is delayed or impossible due to circumstances for which the purchaser is responsible, the risk shall pass to the purchaser on the day after notification of readiness for dispatch.

7. Warranty

- a. Warranty claims for defective goods shall initially be limited at our discretion to rectification of defects or delivery of replacement parts. If the repair or spare part delivery fails, the purchaser reserves the right to cancel the contract or reduce the purchase price at his discretion.
- b. The goods delivered by us must be inspected immediately. We do not provide any warranty for obvious defects which are not notified to us in writing within 10 days of delivery.
- c. Any warranty is excluded for defects caused by the customer, his representative or a third person commissioned by him (e.g. carrier) due to non-compliance with the installation instructions and / or operating instructions, negligent or improper handling of the delivered goods or unauthorized repairs to the item.
- d. Unless otherwise agreed in the individual contract, the warranty period shall be 6 months beginning with the handover to the transport person for the purpose of delivery to the buyer. Travel times, travel costs and adjustment work on the laser as well as optical components and wear parts are not part of the warranty.

8. Liability

- a. We shall only be liable for damage or loss of profit if the damage was caused by gross negligence or intent on our part and only to the extent that the damage is typical for our business.
- b. Furthermore, we are not liable for damages of any kind resulting from the improper use of the goods delivered by us.
- c. The limitation of claims for damages in accordance with the above paragraphs also includes claims arising from tort on our part insofar as the tort was not committed intentionally or through gross negligence. We are not liable for unlawful acts of our employees and contractors.
- d. The limitation of liability does not apply to personal injury.

9. Retention of title

- a. The delivered goods remain our property until full payment has been made.
- b. In the event of a possible resale of our goods, the purchase price claim against the third party shall be transferred to us in the amount of our claim.
- c. The customer is obliged to immediately notify us in writing of attachments or other interventions by third parties in the subject matter of the contract.
- d. If our goods are combined or mixed with other goods, § 947 BGB (German Civil Code) shall apply without restriction.

10. Confidentiality / Copyrights

- a. Unless expressly agreed otherwise in writing, the customer information which becomes known to us shall not be deemed confidential. LaVa-X reserves the right to publish and otherwise use the results of any investigations carried out free of charge.
- b. Information received by the customer through LaVa-X GmbH is considered confidential - regardless of the way in which it is obtained - unless LaVa-X GmbH expressly permits its disclosure in writing. This obligation to maintain secrecy does not apply to information that is generally accessible.

III. Other provisions

1. These terms and conditions shall remain binding for both parties, even in the event of legal invalidity of individual points. The legally ineffective clause shall be replaced by a provision which comes closest to the purpose pursued by LaVa-X.
2. Place of performance for payments as well as services and deliveries of the company LaVa-X is Herzogenrath.
3. The place of jurisdiction for all disputes arising from the contractual relationship shall be Aachen Local Court.
4. German law shall apply to all transactions; this shall also apply if the contract is not drafted in German. If a contract in a foreign language has been concluded, it shall be based on a German version of the contract, which shall prevail in the event of a legal dispute.

LaVa-X GmbH

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