

**TERMS FOR SALES**

**1. GENERAL**

All our sales and deliveries are completely subject to these general terms and conditions. Our deliveries are ex works. All offers are subject to our confirmation. These terms apply in all points which have not been settled otherwise in writing. In particular, any condition(s) of the customer (buyer) which is (are) contradictory to these terms and conditions are only valid subject to our agreement in writing.

**2. PRICES**

Prices are fixed in euros and are ex works or warehouse, in domestic packing (no export reinforcement) and excluding insurance, taxes or documentary costs. The applicable prices will be those valid at the time of shipment. Thus, price modifications may occur, in particular in case of extraordinary currency fluctuations or changes in customs duty regulations. When reordering, old prices will not automatically apply. For minimum orders, an adequate minimal order supplement will be charged.

**3. PAYMENT TERMS**

Shipments are usually to be paid strictly net in advance via bank transfer, cash or cash on delivery. Any other terms of payment are subject to our written approval. In case of approved payment extension, interest for delay depending on the valid base rate will automatically become due on delayed payment. The payment of delinquent charges does not cancel the obligation to pay in accordance with the contracted terms of payment.

**4. PROPRIETARY RIGHTS**

Goods remain our ownership until fully paid. The buyer is obliged to do his utmost to protect our rights accordingly. Weiterverkauf vor vollständiger Bezahlung der Ware ist nicht gestattet. Resale of the goods is not permitted until full payment has been effected.

**5. DELIVERY TIME**

We always undertake our best efforts to comply with the quoted delivery time. Delivery time quoted is only approximate. Delays in delivery time quoted do not give the buyer the right to terminate the contract or to request compensation. Acts of god prolong delivery times in accordance with their effects. If such effects last longer than 6 months, both parties will be entitled to withdraw from the contract. The delivery term starts on the signature date of the contract. It is considered to be complied with at the time the goods leave our works or warehouse.

**6. FOREIGN CUSTOMERS**

Invoices for foreign customers are issued strictly net. The export evidence for the goods in the form of an invoice or export declaration stamped by the customs, has to be provided by the customer within 7 days. In case that the export evidence is not provided, the legal value added tax (VAT) is not refunded and additionally invoiced respectively. To receive net invoices, customers of the EU member states have to indicate their VAT identification number. Later modification of invoices which had to be made out plus VAT because of missing VAT identification number at the time of issue or late delivery of export evidence, are only issued plus invoicing the therefrom arising costs.

**7. PACKING, TRANSPORTATION, INSURANCE, QUALITY COMPLIANTS**

Goods will be delivered in regular domestic packing. Special export packing is at the account of the buyer at his own cost, even if this has not been explicitly agreed upon. Use and risk will be transferred to buyer at the time goods leave works or warehouse. Insurance for any kind of damage are for account of buyer. Even if insurance is to be provided by us, it is to be considered to be in favour and for the account and risk of the buyer. Transportation risk and cost is to be taken by the buyer. Complaints of any kind must be communicated to the forwarder at the time of receipt of the goods or the documents. Defects of any kind must be reported to us in writing within 8 days after receipt of goods.

**8. WARRANTY AND LIABILITY**

- a) During the warranty period we undertake, vis-à-vis the original buyer, to replace or repair (at our choice) as quickly as possible defective devices if the defect is proved to be caused by faulty material and/or workmanship. Any replaced parts will become our property.
- b) The warranty period is 24 months, beginning with the date of receipt of the device.
- c) We only pay the costs of the repair or the replacement of the defective parts effected by us or by a repair facility authorised by us.
- d) Excluded from warranty are faults due to normal wear and tear, faulty or negligent maintenance, misuse or ignorance of operating instructions or owner manual, as well as accumulators and laser sources which are classified as commodities.
- e) Warranty is further excluded if modifications of our devices are being made by customer or user himself and in case of lack of the dated proof of purchase by buyer.
- f) Warranty work can only be performed by us or repair facilities authorised by us in writing.
- g) For third party deliveries we only accept responsibility within the framework of the warranty extended to us by such sub-supplier.
- h) We decline any further liability, in particular for such damages as caused directly or indirectly or consequentially by the delivered items or devices, by the usage or defects.
- i) Any other rights of the buyer, in particular to withdraw from the contract or for compensation of any damage, are excluded.
- k) In case of export from Germany, the importer is fully responsible for the consequences resulting from local legal requirements related to buying, selling, using of goods as well as product reliability valid at the time of import.

**9. TRADEMARK RIGHTS**

As far as we deliver goods according to the specification of the customer, the buyer takes the responsibility for any consequences arising from the manufacturing and delivery of the goods as regards any rights of third parties of any kind. The buyer will cover all damages which may result from violation of such rights held by third parties. Our right such as patents, know-how etc. are to be dealt with in strict confidence and not to be made accessible in any way to third parties. The same applies to all types of documents received from us (such as handbooks, manuals, scientific and medical publications, reports etc.).

**10. PLACE OF PERFORMANCE AND JURISDICTION**

Place of performance and jurisdiction for buyer and for us is in all cases Deggendorf, Germany. German law applies to the present agreement.

**TERMS FOR SERVICE & REPAIR**

**1. GENERAL**

All service and repair works are subject to these general terms and conditions. Unless otherwise stipulated, repair works due to a legal title arising from defects of cost-repairs or guarantee are also part of these terms.

**2. PLACING OF ORDERS**

- a) Any possible legal title arising from defects of cost-repairs or guarantee has to be announced by the customer when placing the order and has to be proved by submitting the payment voucher or the complete guarantee documents.
- b) As far as no adequate error description is available, the order is considered as placed for all works that we consider necessary. We are allowed to repair any defects that arise during the repair works, provided that the repair is necessary for the correct functioning of the article.
- c) When placing the order for a cost-repair, the customer can quote a maximum repair price. As far as this price is exceeded or the additional repair costs are out of no adequate proportion to the value of the repair-article, the approval of the customer for further repair works has to be obtained.
- d) In case of a cost-repair, the approval of the customer also has to be obtained if it turns out in executing the works that the aimed repair success or the repair effort is out of no adequate proportion to the value of the repair-article. In this case, the customer is obligated to refund the costs that have been generated until then.

**3. REPAIR PROCEDURE**

- a) We are allowed to carry out the repair in our own or external factory.
- b) Repair dates are always not binding. The final repair time arises from the really necessary repair effort.

**4. REPAIR COSTS AND PAYMENT**

- a) All cost-repairs are invoiced according to the expenditure of time and used material.
- b) Unless otherwise stipulated, all cost-repairs of articles are returned to the customer strictly net against prepayment via bank transfer, cash payment or cash on delivery.

**5. STORAGE AND COLLECTION**

We are allowed to hand out repaired articles to the bearer of the pick-up ticket or another appropriate authority-identification.

**6. CLAIMS ARISING FROM DEFECTS OF COST-REPAIRS**

- a) Claims arising from defects of cost-repairs prescribe within one year after acceptance.
- b) The customer right in case of defects is limited initially to subsequent performance. At failure of the subsequent performance the customer is allowed to claim lowering of the costs or cancelling of the repair contract.
- c) Damages arising from improper or contrary-to-contract measures of the customer within transport, set-up, connection, handling or storage do not give reasons for any claims against us. Improper measures and infringement of contract are defined from the declaration of the manufacturer.
- d) Damages caused by the customer which arise from the changing of the system configuration or installation of software, driver units, further hardware elements or the like, do not give reasons for any claims.

**7. LIABILITY**

- a) Claims for damages are excluded, unless intent or gross negligence apply to us.
- b) In case of damage of the repair-article we are allowed to repair free-of-costs. In case that this is impossible or connected with unreasonably high costs, the current value of the time of the damage has to be replaced.

**8. COURT OF JURISDICTION**

The exclusive court of jurisdiction is our place of business, as far as the customer is a registered trader. It is the same court of jurisdiction if the customer has no general inland court of jurisdiction or he changes his address or general residence abroad after contract conclusion or his address or general residence is unknown at the time of the claim.