

## Stand 01/2025

### 1. Scope

The following conditions are valid exclusively unless the parties have agreed other conditions in writing; conditions of customers are expressly excluded.

### 2. Delivery Scale

2.1 Kind and quantity of the performance by SLCR will exclusively be made in accordance with the written confirmation of order by SLCR. Any alterations and supplementations of the order will only become effective when accepted in writing by SLCR.

2.2 SLCR reserves the copyright of its offer and appropriate drawings and other documents. These documents may neither be duplicated nor handed over to a third party. Nothing during performance of the contract may be construed as a license in favor of the customer.

### 3. Delivery period

Delivery period is stipulated by SLCR according to the estimated efficiency and is subject to unforeseen circumstances and difficulties, no matter if they occur at SLCR or its sub-deliverers, such as force majeure, non-execution of official delivery authorization, strikes, sabotage, through no fault of SLCR delayed delivery of material, restriction of energy supply. Such events will prolong the delivery period accordingly.

### 4. Acceptance

4.1 As soon as SLCR has made the performance the customer is obliged to accept the goods and give a written statement (e.g. acceptance report).

4.2 If such statement will not be made within 15 days after supply of performance or notification of readiness of dispatch the acceptance is considered to be effected.

### 5. Passing of Risk

The risk in the delivery goods shall pass from SLCR to the customer when delivered to the forwarding agent or carrier or the person responsible for the consignment. The customer has to take out insurance from that point in time.

### 6. Warranty

The parts warranty period starts in any case with the handover of the system to the customer or when first parts will be treated after erection at customers' site, even if the acceptance is not completed or defect claims exist. The latest with the preliminary expectation of the system at customers' site. For ex-works delivery (exw) the warranty period starts with the shipment date from SLCR premises. The warranty is made in accordance with exclusion of further claims as follows:

6.1 SLCR has the right to replace or repair goods, free of charge, which become defective within 12 months after acceptance due to faulty construction, bad material or defective execution. A survey report of incurred faults has to be transmitted in writing to SLCR immediately. Defective goods will become the property of SLCR.

6.2 The warranty is a parts warranty and does not cover any cost for exchange parts at site, any costs for personal, any cost for travel or any costs to ship or return parts from SLCR to customers premises.

6.3 Further claims of rescission, reduction and compensation are excluded. In particular SLCR is not liable for consequential damage, lost profit and other indirect damage.

6.4. The warranty expires immediately, if the system is used for other purposes than specified or will be operated by non-instructed personnel. The warranty expires if the system is not maintained according to SLCR manual or if non SLCR spare parts are used.

6.5 Shipping cost from or to the customer as well as travel costs are or not included.

6.6 Replaced or repaired, however defective goods may be replaced or repaired to the same extent as under 6.1

6.7 SLCR is not liable for use or consequences of misuse of the goods.

6.8 No warranty on consumable or wear parts.

### 7. Third Party Rights

SLCR indemnifies the customer for claims arising from third party property rights which already existed at conclusion of contract. As far as SLCR follows customers' instructions and guidelines SLCR is not liable.

### 8. Prices

Prices stipulated in confirmation of order are - unless varied in writing - ex-works exclusive package, freight and insurance.

### 9. Conditions of Payment

In case of delay in payment without particular notification of failure SLCR is entitled - subject to further legal consequences - to invoice 3% interest p.a. above the actual discount rate of the Deutsche Bundesbank and furthermore interrupt performance and postpone the delivery until payment is made.

### 10. Title

10.1 SLCR reserves the title to the delivery goods until the customer has fulfilled his obligations under the contract.

10.2 In case a third party seizes hold of the delivery goods the customer has to inform SLCR immediately and confirm the reservation of title to the third party.

10.3 As long as the title is reserved the customer is obliged to insure the delivery goods against fire, water and damage.

### 11. Revocation/Withdrawal

In case SLCR is unable to fulfill its obligations under the contract in a whole or in a part the parties are entitled to withdraw partly or fully from the contract. All further claims are excluded.

### 12. Compensation for Damage

Further compensation for damage against SLCR or persons employed in performing the obligations arising from breach of contract, culpa in contrahendo and tort are limited by the compensation of third party insurance of SLCR.

### 13. Place of Fulfillment, Applicable Law

13.1 Place of fulfillment for all obligations is Dürren.

13.2 The contract is subject to German law.

### 14. Arbitration

All disputes arising in connection with the contract or its validity will finally be settled under the Rules of Conciliations and Arbitration of the „Schiedsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V. (DIS)“. Court of arbitration is also entitled to verdict about the validity of this arbitration clause.

## SLCR Lasertechnik GmbH