

This is a convenience translation. The German version is legally binding.

ACELtec Elektrotechnik und Lasertechnik, owner Dipl.-Ing. Detlef Manzel, Philipsstraße 8, 52068 Aachen, Germany (hereinafter "ACELtec").

§ 1 Scope

(1) These General Terms and Conditions (GTC) apply to all contracts for deliveries and services provided by ACELtec. This includes in particular laser cutting, laser drilling, laser welding, laser marking, the manufacture of nameplates, bending and the further processing of parts.

(2) The GTC apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter "Customer"). They do not apply to consumers. Contracts with consumers are governed by the statutory provisions.

(3) Deviating, conflicting or supplementary terms of the Customer only become part of the contract if ACELtec has expressly agreed to them in text form. This also applies if ACELtec delivers without reservation while aware of such terms.

(4) The GTC in their current version also apply to future contracts of the same kind with the same Customer, without ACELtec having to refer to them again.

(5) Individual agreements made with the Customer in a particular case take precedence over these GTC.

§ 2 Quotation and conclusion of contract

(1) Quotations from ACELtec are valid for 10 days from the quotation date unless stated otherwise in the quotation.

(2) The contract is concluded when the Customer accepts the quotation unchanged within this period, or when ACELtec confirms an order in text form or carries it out. If the order deviates from the quotation, it is deemed a new offer by the Customer.

(3) Information on the website and in brochures, in particular on materials, thicknesses, kerf widths and tolerances, is given as a guide. Only the information in the quotation or order confirmation is binding. A guarantee exists only if it is expressly designated as such.

(4) Samples, application trials and feasibility studies are carried out by ACELtec under a separate agreement and against payment. A particular result is owed only if expressly agreed.

(5) ACELtec may have parts of the work carried out by partner companies. ACELtec remains responsible to the Customer for the entire work.

§ 3 Customer specifications, data and approvals

(1) Production is based on the drawings, CAD data, samples, data lists and other specifications provided by the Customer. The Customer is responsible for their accuracy, completeness and suitability for the intended purpose.

(2) ACELtec does not check the specifications for technical or factual accuracy. If ACELtec notices obvious errors or contradictions, for example between drawing and data set, it will inform the Customer. Delivery periods are extended by the time needed for clarification.

(3) For nameplates and markings, ACELtec adopts the content unchanged from the Customer's data. The Customer is responsible for the accuracy of the content and the legal admissibility of the marking. This applies in particular to serial numbers, technical data, test marks and conformity marks.

(4) If the Customer approves a sample or proof, this approval is decisive for the layout, font, contrast and execution of the series. Deviations that were already apparent on the approved sample are not a defect.

(5) If the Customer requests changes after conclusion of the contract, it bears the resulting additional costs. Work already performed must be paid for. Delivery dates are postponed accordingly.

§ 4 Material provided by the Customer

(1) If the Customer provides material or parts for processing, it delivers them on time, at its own expense and in the agreed quality. For set-up and process-related scrap, it supplies an additional quantity of 3 %, at least 2 pieces.

(2) On receipt, ACELtec checks provided material only for identity, quantity and externally visible transport damage. The material grade and dimensions are not checked.

(3) Provided material remains the property of the Customer. ACELtec stores it with the same care it applies in its own affairs. Insurance against fire, water and theft is the Customer's responsibility.

(4) Process-related scrap within the additional quantity under paragraph 1 does not give rise to any claims by the Customer. If material beyond this becomes unusable for reasons for which ACELtec is responsible, the processing fee for these parts is not charged. Section 10 applies to compensation for the material.

(5) If defects in the provided material become apparent during processing, the Customer bears the resulting additional costs. The processing fee for work already carried out remains payable.

(6) ACELtec returns offcuts and waste from provided material only if the Customer requests this when ordering. Otherwise they pass into the ownership of ACELtec without compensation.

§ 5 Prices and payment

(1) All prices are in euros, net, ex works Aachen, plus statutory value added tax. Packaging, freight, insurance and customs duties are charged separately.

(2) The minimum order value is 54 euros net. If the order value is lower, ACELtec charges the minimum order value.

(3) If more than four months lie between conclusion of the contract and the agreed delivery date and material prices change by more than 5 % during this time, ACELtec may adjust the price to the extent of the demonstrated additional costs. ACELtec passes on cost reductions in the same way.

(4) Invoices are payable within 14 days of the invoice date without deduction, unless a different payment period has been agreed in the quotation or order confirmation. Receipt of payment by ACELtec is decisive.

(5) If the Customer is in default of payment, it owes default interest of 9 percentage points above the base interest rate and the statutory lump sum of 40 euros. The right to claim further damages is reserved.

(6) ACELtec may require a down payment or advance payment from new customers. If it becomes apparent after conclusion of the contract that the claim to payment is at risk due to the Customer's inability to perform, ACELtec may carry out outstanding deliveries only against advance payment or security.

(7) The Customer may only offset claims that are undisputed, have been finally established by a court or arise from the same contract. It has a right of retention only for claims arising from the same contract.

§ 6 Delivery time

(1) Delivery dates are binding only if ACELtec has confirmed them in text form. Delivery periods begin with the order confirmation, but not before all technical questions have been clarified and ACELtec has received data, approvals, provided material and agreed down payments.

(2) Force majeure and other disruptions for which ACELtec is not responsible extend the delivery period by the duration of the disruption. These include in particular machine breakdown, energy shortages, industrial disputes, official measures and late delivery by suppliers despite timely ordering. ACELtec informs the Customer without delay. If the disruption lasts longer than eight weeks, either party may withdraw from the affected part of the contract.

(3) If ACELtec is in default of delivery, the Customer may withdraw from the contract after a reasonable grace period has expired. In the case of slight negligence, compensation for damage caused by delay is limited to 0.5 % of the net value of the delayed delivery per completed week, up to a maximum of 5 %. Section 10 (1) remains unaffected.

(4) Partial deliveries are permitted where reasonable for the Customer.

(5) If the Customer does not take delivery on time or does not call off the goods as agreed, ACELtec may invoice the goods and claim compensation for additional expenses, including storage costs.

§ 7 Delivery, transfer of risk and tolerances

(1) Delivery is ex works Aachen. At the Customer's request, ACELtec ships the goods at the Customer's expense. Risk passes to the Customer as soon as the goods have been handed over to the carrier or made available for collection and the Customer has been notified. ACELtec takes out transport insurance only at the Customer's request and expense.

(2) For series production, over- or under-deliveries of up to 3 % of the quantity ordered are permitted. The quantity delivered is invoiced. This does not apply to individually numbered parts such as nameplates.

(3) Dimensions and tolerances are governed by the Customer's drawing. In the absence of such information, DIN ISO 2768-1, tolerance class m, applies, and DIN EN ISO 9013 for laser-cut edges.

(4) Process-related characteristics are not a defect provided they do not impair the agreed use and nothing else has been agreed. These include temper colours, cut striations, micro-burrs, piercing and lead-in points, and slight differences in colour and contrast in laser markings, in particular between different material batches.

(5) Where acceptance is required, the work is deemed accepted if the Customer puts it into use or does not refuse acceptance within ten working days of delivery, stating at least one defect.

§ 8 Retention of title and lien

(1) Delivered goods remain the property of ACELtec until the Customer has paid all claims arising from the business relationship (reserved goods).

(2) The Customer may resell and process reserved goods in the ordinary course of business. It hereby assigns to ACELtec the claims arising from resale in the amount of the invoice value. ACELtec accepts the assignment. The Customer remains entitled to collect the claims as long as it meets its payment obligations.

(3) If the Customer processes reserved goods or combines them with other items, ACELtec acquires co-ownership of the new item in the ratio of the invoice value of the reserved goods to the value of the other items.

(4) ACELtec has a contractual lien on material and parts handed over by the Customer for processing in respect of the claims arising from the order. The statutory contractor's lien remains unaffected.

(5) The Customer informs ACELtec without delay of any seizure or other third-party access to reserved goods.

(6) If the value of the securities exceeds the outstanding claims by more than 10 %, ACELtec releases securities of its choice at the Customer's request.

(7) In the event of default of payment, ACELtec may withdraw from the contract after a reasonable period has expired and demand the return of the reserved goods.

§ 9 Notice of defects and warranty

(1) The Customer inspects the goods without delay after receipt and in any case before further processing or installation. It notifies ACELtec in text form of recognisable defects, wrong deliveries and quantity deviations within 7 working days of delivery. It notifies hidden defects within the same period after their discovery. If the Customer fails to give notice, the goods are deemed approved.

(2) The quality is determined by the drawing, the order confirmation and an approved sample. ACELtec owes suitability for a particular purpose only if this has been expressly agreed.

(3) In the event of a defect, ACELtec will, at its own choice, repair the goods or deliver a replacement. The Customer gives ACELtec the opportunity to do so and returns rejected parts on request. If the complaint is justified, ACELtec bears the costs necessary for subsequent performance in accordance with the statutory provisions.

(4) If subsequent performance fails, is unreasonable or is refused by ACELtec, the Customer may reduce the price or withdraw from the contract. There is no right of withdrawal in the case of an insignificant defect. Section 10 applies to damages.

(5) There are no claims for defects insofar as the defect is due to the Customer's specifications, drawings, data or provided material. Nor are there any claims in the event of improper handling, natural wear or unauthorised rework by the Customer or third parties.

(6) Where ACELtec processes provided material, the warranty covers only the processing carried out.

(7) Claims for defects become time-barred 12 months after delivery or, where acceptance takes place, after acceptance. However, the statutory periods apply in the cases of Section 10

(1), for items used for buildings and for statutory supplier recourse.

§ 10 Liability

(1) ACELtec has unlimited liability in cases of intent and gross negligence, injury to life, body or health, fraudulently concealed defects, within the scope of a guarantee given, and under the German Product Liability Act.

(2) In the case of slight negligence, ACELtec is liable only if an essential contractual obligation has been breached. Essential obligations are those whose fulfilment makes proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely. In this case, liability is limited to the foreseeable damage typical of the contract.

(3) Otherwise, ACELtec's liability is excluded.

(4) For provided material, the foreseeable damage typical of the contract generally corresponds to the replacement value of the material. The Customer informs ACELtec in text form before conclusion of the contract of unusually high material values or particular risks of consequential damage.

(5) Paragraphs 1 to 4 also apply to the personal liability of ACELtec's employees and vicarious agents.

§ 11 Intellectual property rights, fixtures, data and confidentiality

(1) The Customer warrants that production in accordance with its specifications does not infringe any third-party rights. This applies in particular to drawings, logos, trademarks and marks. It indemnifies ACELtec against third-party claims insofar as it is responsible for the infringement.

(2) Fixtures, special tools and machining programs that ACELtec produces for an order remain the property of ACELtec. This also applies if the Customer contributes to the costs, unless otherwise agreed.

(3) ACELtec generally keeps production data and fixtures for at least 2 years after the last delivery. After that, ACELtec may delete or dispose of them.

(4) Both parties treat the other party's non-public technical and business information as confidential and use it only for the respective order. This applies in particular to drawings and data lists. ACELtec may pass such information on to partner companies insofar as this is necessary for the order and they are bound to confidentiality in the same way. The obligation continues for three years after the end of the order.

(5) ACELtec uses images of the Customer's parts as a reference only with the Customer's consent.

§ 12 Final provisions

(1) The place of performance for all obligations arising from the contract is Aachen.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, Aachen is the exclusive place of jurisdiction. ACELtec may also sue the Customer at the Customer's registered office.

(3) The law of the Federal Republic of Germany applies. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(4) Amendments and additions to the contract must be made in text form. The precedence of individual agreements remains unaffected.

(5) If individual provisions of these GTC are invalid, the remaining provisions remain valid. The invalid provision is replaced by the statutory provision.

(6) These GTC are available in several languages. In the event of discrepancies, the German version prevails.

(7) ACELtec processes personal data of the Customer and its contact persons in order to perform the contract. Details are set out in the privacy policy on www.anceltec.de.