

# General Terms and Conditions of Just-Laser Ltd.

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# General Terms and Conditions

## 1 General information

- 1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") of JustLaser GmbH, Weißenhorner Straße 33, 89269 Vöhringen, Germany (hereinafter referred to as "**JUSTLASER**") shall apply to all business transactions between JUSTLASER and entrepreneurs in the exercise of their commercial or independent professional activity and legal entities under public law (hereinafter referred to as "**Customer**"). In this context, the Customer confirms to only conduct legal transactions with JUSTLASER commercially within the scope of its business or as a legal entity under public law.
- 1.2 These GTC shall also apply to all future legal transactions between JUSTLASER and the Customer within an ongoing business relationship, even if these GTC are not expressly agreed again or their validity is not expressly referred to again by JUSTLASER.
- 1.3 JUSTLASER concludes contracts exclusively on the basis of these GTC and the documents specified in Section 2.1. Any conflicting, additional or deviating general terms and conditions of the Customer are expressly rejected. Conflicting, additional or deviating general terms and conditions of the Customer shall only apply if JUSTLASER has expressly agreed to their validity in writing.
- 1.4 These GTC shall also apply if JUSTLASER executes orders without reservation in the knowledge of general terms and conditions of the Customer which conflict with or deviate from these GTC. Deviations from these GTC, offers or price lists of JUSTLASER shall always require an express written special agreement.
- 1.5 In the event of an amendment to these GTC, JUSTLASER shall inform the Customer thereof in writing and provide the Customer with the amended General Terms and Conditions of JUSTLASER. The General Terms and Conditions of JUSTLASER shall be deemed agreed if the Customer accepts the amended General Terms and Conditions.

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of JUSTLASER in writing within fourteen (14) calendar days of receipt. The Customer shall be expressly informed of the right of objection and the legal consequences of silence in the information.

## 2 Contract components

- 2.1 Unless otherwise expressly agreed in writing, the content of the underlying contract with the customer shall result from the following contractual components:
  - 2.1.1 JUSTLASER's offers or the Customer's order as accepted by JUSTLASER in writing by means of JUSTLASER's order confirmation or individual agreements with the Customer,
  - 2.1.2 Price regulations of JUSTLASER,
  - 2.1.3 Service description (service description) of JUSTLASER,
  - 2.1.4 Warranty conditions of JUSTLASER,
  - 2.1.5 General Terms and Conditions of JUSTLASER.
- 2.2 The contractual components complement each other. In the event of contradictions, the part of the contract mentioned first in clause 2.1 shall always take precedence.

## 3 Conclusion of contract

- 3.1 The contract shall generally be concluded by an offer of JUSTLASER and confirmation of this offer by the Customer, or by the Customer's order and acceptance of the order by JUSTLASER. Offers, orders and order confirmations shall be made in writing in order to be effective. If this is technically possible for JUSTLASER for individual goods, the written offers, orders and order confirmations may also be transmitted electronically. JUSTLASER's acceptance of the Customer's order shall be deemed equivalent to JUSTLASER's unconditional execution of the order within fourteen (14) calendar days from JUSTLASER's receipt of the order.

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- 3.2 Orders shall be accepted at the sole discretion JUSTLASER. Orders are checked in particular for the customer's creditworthiness and other business risks.
- 3.3 Unless expressly agreed to the contrary in writing, JUSTLASER's offers shall always be subject to change, non-binding and revocable at any time. All offers of JUSTLASER shall be subject to JUSTLASER's timely, qualitative and quantitative self-delivery.
- 3.4 JUSTLASER shall be entitled to make the acceptance of an order dependent on a security deposit, advance payment or other preconditions (e.g. down payment, bank guarantee) at its own discretion.
- 3.5 If the Customer is in default with outstanding payments, JUSTLASER shall be entitled, even after acceptance of the order, to render the agreed service or to perform the delivery only concurrently with the payment with which the Customer is in default.
- 3.6 If insolvency proceedings or comparable proceedings are opened against the Customer's assets, or if the justified application for the opening of insolvency proceedings or comparable proceedings against the Customer's assets is rejected due to lack of assets, JUSTLASER shall be entitled to withdraw from the contract in whole or in part.
- 3.7 Descriptions, technical specifications, illustrations, samples, drawings, prices and other details of the goods to be delivered are non-binding and only approximate unless they have been expressly designated as binding in writing.
- 3.8 Deviations from the scope of performance of the goods to be delivered by JUSTLASER which are customary in the trade and industry shall be admissible provided that they do not impair the usability of the goods to be delivered for the contractually intended purpose. Deviations of the goods to be delivered which are caused by mandatory legal or technical standards coming into force after the conclusion of the contract shall be admissible, unless they substantial and reasonable for the Customer. Changes to the scope of delivery by the

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Customers require the written consent of JUSTLASER in order to be effective.

- 3.9 If the offer or the order confirmation of JUSTLASER contains obvious mistakes, typing or calculation errors, the document shall not be binding for JUSTLASER with regard to the obvious errors.

## 4 Prices

- 4.1 Unless expressly agreed otherwise in writing, all prices quoted by JUSTLASER shall be in EURO, exclusive of the applicable sales tax and payable without deduction and shall be EXW (INCOTERMS® 2020) ex JUSTLASER's registered office.
- 4.2 The prices shall include the costs of a customary and reasonable transport packaging chosen by JUSTLASER. All other costs, e.g. costs for special packaging, additional costs for individual shipments, freight, assembly, etc. shall be borne exclusively by the Customer. The Customer shall also bear any customs duties, sales taxes, border taxes, etc., even if the goods to be delivered are transported by JUSTLASER in deviation from EXW (INCOTERMS® 2020).
- 4.3 JUSTLASER reserves the right to increase or decrease the prices for long-term supply contracts in accordance with the net cost increases or decreases due to increased or decreased collective agreements, energy prices or material price changes to the extent to which they become part of the calculation basis, without enriching itself thereby. If the increase in the recalculated price amounts to more than ten (10) percent of the originally agreed price, the customer shall be entitled to terminate the contract with effect from the date of the first price increase.

## 5 Call-off orders

- 5.1 In the case of blanket orders for which the Customer is entitled to call for delivery, JUSTLASER shall be entitled to order the material for the entire blanket order.

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and to produce the entire order quantity immediately. Any changes requested by the customer can therefore no longer be taken into account once the order has been placed.

- 5.2 In addition, JUSTLASER shall be entitled, after expiry of the delivery period of the blanket order, to demand immediate payment and collection of orders not called off in due time, subject to a grace period of fourteen (14) calendar days in accordance with the agreed terms of delivery.
- 5.3 Delivery call-offs shall in any case be deemed to have been made no later than one (1) year after the date of the blanket order, unless expressly agreed otherwise in writing as part of the blanket order.

### 6 Payments

- 6.1 All payments to JUSTLASER shall be made by bank transfer or, if agreed in writing in advance, by credit card and in any case without any deductions and free to JUSTLASER's account.
- 6.2 Unless expressly agreed otherwise in writing, invoices are due for payment within seven (7) calendar days of receipt of the invoice by the customer.
- 6.3 If a payment term is exceeded, the Customer shall be in default without any special reminder by JUSTLASER being required. In this case, JUSTLASER shall be entitled at any time to suspend all agreed payment terms - also for any current orders - and to declare all claims due immediately.
- 6.4 Unless expressly agreed otherwise in writing, the Customer shall pay to JUSTLASER default interest in the amount of nine (9) percentage points above the applicable base interest rate of the German Federal Bank p.a. in case of default of payment. The Customer shall also bear other costs of legal prosecution for the intended purpose, in particular extrajudicial dunning costs, including the costs of engaging legal counsel, to the statutory extent.

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- 6.5 Payments can only be made to the bank account of JUSTLASER with debt-discharging effect.
- 6.6 If installment payments are agreed, the entire outstanding amount shall become due in the event of non-payment of even one installment (loss of due date).
- 6.7 Checks and bills of exchange shall only be accepted upon special written agreement and only on account of payment, but not in lieu of payment. Checks and bills of exchange shall only be deemed as payment after final and irrevocable encashment, namely at the value date under which they are credited to JUSTLASER by the bank. JUSTLASER may reject offered payments in checks or bills of exchange without stating reasons.
- 6.8 Payments received shall always be credited first against the costs (reminder fees, legal costs, etc.), then against the interest and finally against the receivable, in each case against the oldest debt. Contradictory provisions of the customer are ineffective.
- 6.9 The assertion of counterclaims by offsetting or the exercise of rights of retention by the Customer shall be excluded, unless the counterclaim or the claim on which the right of retention is based has been legally established, has been expressly recognized by JUSTLASER in writing or the two claims are in a relationship of .

### **7 Delivery time, default of acceptance**

- 7.1 Deliveries are always EXW (INCOTERMS® 2020) unless the parties have agreed otherwise in writing.
- 7.2 Delivery dates or deadlines are only binding if they have been expressly agreed as binding in writing in advance.
- 7.3 The agreed delivery date or the delivery period shall commence upon receipt of the written or electronic order confirmation by the Customer. JUSTLASER's compliance with a delivery date or delivery period expressly agreed in writing as binding shall require that

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all commercial and technical questions between JUSTLASER and the Customer have been clarified in writing and the Customer has fulfilled all obligations incumbent upon it, such as the provision of the required official certificates or authorizations, payment of a down payment or delivery of material to be processed or treated by JUSTLASER in accordance with the agreement. If this is not the case, as well as in the event of subsequent requests for changes and additions by the Customer, the delivery time shall be extended accordingly. This shall not apply if JUSTLASER is solely responsible for the delay.

- 7.4 Compliance with even a binding delivery period shall be subject to reservation of proper, in particular timely quantitative and qualitative self-supply of JUSTLASER by its suppliers. JUSTLASER shall be entitled to withdraw from the contract in the event of improper self-supply. JUSTLASER shall inform the Customer without undue delay if and to the extent JUSTLASER exercises its right to withdraw from the contract and shall refund any advance payments made by the Customer.
- 7.5 delivery date or delivery period shall be deemed to have been met when the goods are made available for collection at the agreed location in good time and the customer is notified in good time that the goods are ready for dispatch. Goods ready for shipment must be collected by the customer without delay. If the parties have agreed on delivery DAP or DDP (INCOTERMS® 2020), the delivery period shall be deemed to have been met if the goods to be delivered have been offered to the customer for acceptance for the first time at the named place of delivery within normal business hours by the expiry of the delivery period.
- 7.6 JUSTLASER shall be entitled to make partial and advance deliveries, provided that this is reasonable for the Customer.
- 7.7 If the collection, shipment or acceptance of the goods is delayed for reasons for which the Customer is responsible, the Customer shall bear the costs incurred due to the delay. If the Customer is in default of acceptance or violates its obligations to cooperate, it shall compensate JUSTLASER for the resulting damage, including any additional expenses,



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to replace the goods. In the event of default of acceptance, JUSTLASER shall be entitled to insist on performance of the contract or to withdraw from the contract after setting a reasonable grace period and to utilize the goods otherwise.

## 8 Place of performance and transfer of risk

- 8.1 The risk of accidental loss and accidental deterioration of the goods to be delivered shall generally pass to the customer EXW (INCOTERMS® 2020), unless the parties have agreed otherwise in writing.
- 8.2 If the shipment or handover of the products is delayed for reasons for which the Customer is responsible, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon notification of readiness for shipment or performance of the first delivery attempt by JUSTLASER.

## 9 Delivery to third parties

If, within the scope of an order placed by the Customer, the Customer requests that the goods concerned or parts thereof are delivered or invoiced to third parties (e.g. subsidiaries of the , distribution partners, etc.), this shall have no effect on the position of the Customer as a party to the contract concerned. JUSTLASER shall also be entitled to separately invoice any additional costs for packaging and transportation.

## 10 Retention of title, lien

- 10.1 All goods shall remain the property of JUSTLASER until full payment of all claims including interest and costs arising from the business relationship the Customer and JUSTLASER (hereinafter referred to as "**Reserved Goods**").
- 10.2 The customer is entitled to sell, convert or process the reserved goods in the ordinary course of business.

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- 10.3 However, the processing or transformation of the goods subject to retention of title by the Customer shall always be carried out for JUSTLASER and JUSTLASER shall acquire title to the new item. If the goods subject to retention of title are combined, processed or inseparably mixed or blended with other items to form a uniform item or combined in any other way, JUSTLASER shall acquire co-ownership in the new item in the ratio of the value of the goods subject to retention of title to the other items at the time of processing or mixing, blending or other combination. If the mixing, blending or other combination takes place in such a way that the Customer's item is to be regarded as the main item, the Customer hereby agrees to transfer to JUSTLASER pro rata co-ownership of the new item in the quantity ratio of the goods subject to retention of title to the third-party items. The provisions for goods subject to retention of title shall apply to the items thus created.
- 10.4 The Customer shall store the goods subject to retention of title for JUSTLASER with due commercial care, treat them with due care and insure them against fire, water and theft at its own expense. The Customer assigns to JUSTLASER its corresponding claims arising from the insurance contracts; JUSTLASER accepts the assignment.
- 10.5 The customer may only sell the goods subject to retention of title in the ordinary course of business until the realization event occurs. Pledges and transfers by way of security with regard to the goods subject to retention of title are not permitted. The Customer shall immediately notify JUSTLASER in text form of any third-party interventions, such as seizure or execution, which impair JUSTLASER's rights. If the third party is not in a position to reimburse JUSTLASER for the judicial and extrajudicial costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for the resulting loss. Any further claims of JUSTLASER against the Customer shall remain unaffected.
- 10.6 The Customer's claims against its purchasers from the resale of the goods subject to retention of title shall already now be assigned to JUSTLASER up to the amount of the price claim to which JUSTLASER is entitled, including interest and costs. The same shall apply to other claims which take the place of

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of the goods subject to retention of title or otherwise arise with regard to the goods subject to retention of title, e.g. insurance claims or claims in tort in the event of loss or destruction. JUSTLASER accepts the assignment.

- 10.7 If the goods subject to retention of title are resold after processing or together with other goods not belonging to JUSTLASER or if they are combined with real property or movable objects, the Customer hereby declares the assignment of the Customer's claim against its purchasers in the amount of the purchase price agreed between the Customer and JUSTLASER for the goods subject to retention of title; JUSTLASER accepts the assignment.
- 10.8 The Customer shall be authorized to collect the assigned claims. The Customer shall only be entitled to assign the claim to third parties - including the sale of claims to factoring banks - with JUSTLASER's prior written consent. JUSTLASER will not refuse its consent, provided that an equivalent security is provided.
- 10.9 JUSTLASER may revoke the authorization to resell and as soon as the Customer is in default of payment vis-à-vis JUSTLASER or insolvency proceedings or comparable proceedings regarding the debtor's assets have been opened or rejected for lack of assets (hereinafter referred to as **"enforcement event"**).
- 10.10 The Customer shall transfer the collected claims within fourteen (14) calendar days to an account designated by JUSTLASER.
- 10.11 JUSTLASER shall be entitled to disclose the assignment and may request the Customer to notify its purchasers of the assignment. Upon request, the Customer shall be obliged to disclose to JUSTLASER the names of its purchasers and to hand over all documents required for the collection of the claim by JUSTLASER itself. The Customer shall also be obliged to notify its purchaser in writing of the assignment of the claim to JUSTLASER as of the occurrence of default.

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10.12 If JUSTLASER withdraws from the contract in the event of a breach of contract by the Customer, in default of payment, JUSTLASER shall be entitled to demand the return of the goods subject to retention of title. In this case, the Customer shall provide JUSTLASER with all information and documents required to demand the return of the reserved goods and to the Customer's claims assigned to JUSTLASER against its purchasers, however, at least a list of the reserved goods located at the Customer or at the purchasers, even if they have already been processed, and a list of all assigned claims together with invoice credits.

10.13 It is agreed that JUSTLASER shall acquire a legal lien on the material which is provided by the Customer for processing or machining and which thereby comes into the direct or indirect possession of JUSTLASER. This lien shall apply to all claims of JUSTLASER against the Customer. The lien shall also extend to future and conditional claims. The statutory provisions shall apply to the realization of the pledge with the proviso that the value of the pledge shall be bindingly determined by an expert to be appointed by JUSTLASER.

10.14 JUSTLASER shall release the goods subject to retention of title as well as the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than ten (10) percent. JUSTLASER shall be entitled to select the items to be released accordingly.

### 11 Force majeure

11.1 "Force majeure" means the occurrence of an event or circumstance which prevents a party from fulfilling one or more of its contractual obligations if and to the extent that the party affected by the impediment proves that (a) this impediment is beyond its reasonable control and (b) it was not reasonably foreseeable at the time the contract was concluded and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

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- 11.2 In the event of proof to the contrary, the following events in particular, but not , shall be presumed to constitute a case of force majeure within the meaning of the preceding paragraph: War, acts of terrorism, currency and trade restrictions, embargo, sanctions, official acts, compliance with laws or government orders, government exit and export bans or government entry and import bans, expropriation, epidemic, natural disaster, extreme natural event, explosions, fire, destruction of equipment, demonstrations or assemblies that prevent the passage of important transport routes, general labor unrest, in particular boycotts, strikes and lockouts, energy shortages or impairment of means of transport.
- 11.3 A party which successfully invokes this clause shall be suspended from its obligation to perform its obligations under the contract and from any liability to pay damages or any other contractual remedy for breach of contract from the time when the impediment prevents it performing, provided that notice of the occurrence of a Force Majeure Event is given without undue delay. If the effect of the asserted impediment or event is temporary, the consequences set out above shall only apply for as long as the asserted impediment prevents performance of the contract by the affected party, plus a reasonable start-up period. If the impediment or force majeure event lasts longer than four (4) months for the affected party, the other party shall be entitled to terminate the contract in whole or in part for cause. Reciprocal claims for damages due to this termination are excluded.
- 11.4 Upon JUSTLASER's request, the Customer shall be obliged to declare within a reasonable period of time whether it will terminate the contract due to a force majeure event occurring at JUSTLASER or whether it will continue to insist on the delivery of the goods.

## 12 Warranty

- 12.1 If acceptance of the goods is expressly provided for in individual cases, JUSTLASER shall invite the Customer to the acceptance of the goods after completion of the goods.

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goods within a reasonable period of time in text form. The Customer shall accept the goods within the period set by JUSTLASER. The parties shall prepare a written acceptance protocol in on all defects or the absence of defects of the goods which occurred during the acceptance. The signing of the protocol by JUSTLASER shall not, however, constitute an acknowledgement of the defectiveness of the goods. Both parties shall each receive a copy of the protocol thus drawn up. Furthermore, acceptance of the goods shall be deemed to have been granted if the Customer has not refused acceptance of the goods within the period set by JUSTLASER, stating at least one defect. The may only invoke defects which were recognizable at the time of acceptance if these defects are expressly in the acceptance report.

- 12.2 A warranty obligation of JUSTLASER shall only exist if the Customer has complied with its obligations to inspect and give notice of defects in due time. The Customer shall immediately inspect incoming goods for externally recognizable transport damages and identity of the delivered goods with the offer or the order confirmation. Externally recognizable defects shall be notified to JUSTLASER immediately, but at the latest five (5) calendar days from delivery, other defects five (5) calendar days from their discovery, at least in text form.
- 12.3 Notices of defects must contain a precise description of the nature and extent of the defects that have occurred, the deliveries affected and, if possible, also pictorial documentation of the defect. The Customer shall not be obliged to uncover the cause of the defect. JUSTLASER shall be entitled to request defective parts to be sent and inspected at its own expense.
- 12.4 Claims for defects shall not exist in the event of only insignificant deviation of the delivered goods from the agreed specifications, in the event of insignificant impairment of the usability specified by JUSTLASER, in the event of natural wear and tear, excessive strain, use of unsuitable operating materials, or in the event of defects which are due to the use of the goods delivered by JUSTLASER.

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materials provided by the customer or special external influences, as well as in the case of non-reproducible software errors. If the customer or third parties carry out improper modifications or repair work, no claims for defects shall exist for these and the resulting consequences.

- 12.5 JUSTLASER shall be entitled, within a reasonable period of time, to remedy recognized defects at its own discretion either by rectification (repair) or by delivery of defect-free goods (replacement delivery). The Customer shall support JUSTLASER in the elimination of defects to a reasonable extent.
- 12.6 In the event of justified complaints, JUSTLASER shall bear the costs of subsequent performance and defect inspection. This shall not apply to expenses incurred due to the fact that the delivered goods have been transported by the Customer to a place other than the place of the Customer's commercial establishment, unless such transportation corresponds to the contractually intended use of the delivered goods. Sentence 1 shall also not apply to additional expenses incurred due to the fact that the Customer has modified the delivered goods without JUSTLASER's consent.
- 12.7 The customer may only withdraw from the contract or reduce the agreed price appropriately after the defect has failed to be twice. In the event of only an insignificant reduction of the value or the suitability of the delivered goods, the rescission shall be excluded, as well as if the Customer is in default of acceptance or if the Customer is responsible for the defect. As long as the Customer has not declared its withdrawal from the contract to JUSTLASER or has not claimed damages for non-performance, JUSTLASER shall be entitled to subsequent performance even after the expiry of the deadline set by the Customer, unless the Customer has previously notified JUSTLASER in writing of its refusal of subsequent performance.
- 12.8 If a defect is due to the fault of JUSTLASER, the Customer may claim damages under the conditions specified in Clause 13 within the scope of the statutory provisions. Clause 13 shall apply accordingly

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for the reimbursement of futile expenses, which the customer can demand instead of compensation for damages in lieu of performance.

12.9 The customer's statutory warranty claims for defects shall lapse within twelve (12) months of the transfer of risk. §§ Sections 438 (1) No. 2, 479 (1) and 634a (1) No. 2 BGB remain unaffected by this. This shortening of the limitation period shall not apply in the event of intent, gross negligence, injury to life, limb or health, or any material breach of contractual obligations, mandatory statutory liability standards such as those of the German Product Liability Act (ProdHaftG), or with a guarantee of quality. The statutory provisions on suspension of expiry, suspension and recommencement of time limits remain unaffected.

12.10 The Customer is aware that JUSTLASER products not suitable and/or approved for use in the medical field.

### 13 Liability

13.1 JUSTLASER shall be liable without limitation for intent and gross negligence. Furthermore, JUSTLASER shall be liable without limitation for damages resulting from injury to life, body or health, as well as for fraudulent concealment of a defect and violation of guaranteed characteristics, as well as within the scope of mandatory statutory provisions, such as those of the Product Liability Act.

13.2 In the event of a breach of material contractual obligations, JUSTLASER's liability shall be limited to the amount of the damage typically foreseeable at the time of conclusion of the contract or the typically foreseeable expenses. Material contractual obligations are those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the Customer relies and may rely. Apart from that, JUSTLASER shall not be liable for damages in case of slight negligence.

13.3 Liability for indirect damage and consequential damage resulting from defects in the delivered goods shall only apply to such damage as is typically to be expected when the delivered goods are used as intended.



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- 13.4 Insofar as JUSTLASER's liability is excluded or limited, this shall also apply to the liability of JUSTLASER's employees, workers, staff, representatives and vicarious agents.

### 14 Product liability

- 14.1 The Customer shall use the delivered goods exclusively in accordance with the contract and in accordance with the available instructions of JUSTLASER; in particular, the Customer shall not change or remove any existing warnings about dangers when using the delivered goods. In the event of a breach this obligation, the Customer shall indemnify JUSTLASER internally against product liability claims of third parties, unless the Customer is not responsible for the defect causing the liability.
- 14.2 If JUSTLASER is prompted to recall a product or issue a product warning due to a product defect, the Customer shall cooperate to the best of its ability with the measures which JUSTLASER deems necessary and appropriate. JUSTLASER shall be obliged to bear the costs of the product recall or warning, unless JUSTLASER is not responsible for the product defect and the damage incurred under product liability law.
- 14.3 The Customer shall immediately inform JUSTLASER in text form of any risks it becomes aware of when using the delivered goods and possible product defects.

### 15 Export control

- 15.1 Deliveries of goods by JUSTLASER are subject to the proviso that there are no obstacles to the fulfillment of the contract due to national or international export control regulations. If the performance of the contract is delayed due to export control checks or approval procedures, deadlines and delivery times shall be suspended. JUSTLASER shall be entitled to withdraw from the individual order and to terminate the delivery contract without notice if such withdrawal or termination is necessary to comply with national or international export control regulations.

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export control regulations is required. The assertion of claims for damages or other rights by the customer due to the aforementioned termination or delay is excluded.

- 15.2 The customer undertakes to comply with and international export control law, in particular when passing on the delivered goods to third parties.

### 16 Copyright and data protection

- 16.1 JUSTLASER reserves its unrestricted property and copyright exploitation rights to cost estimates, drawings, models, parts, templates, invoices, descriptions, samples and other documents (hereinafter referred to as "**Documents**"). The Documents may only be made accessible to third parties with JUSTLASER's prior written consent and must be returned to JUSTLASER immediately upon request.
- 16.2 Without JUSTLASER's prior express written consent, the Customer shall not be entitled to use JUSTLASER's company name or any part of JUSTLASER's company name on its products, announcements, advertising and business documents or in any other way or to attach any other reference to JUSTLASER's company name.
- 16.3 All personal data provided by the Customer shall be collected, processed and stored by JUSTLASER exclusively in accordance with the provisions of and European data protection law.
- 16.4 In particular, JUSTLASER may process the Customer's personal data required for the purpose of fulfilling the contract. In addition, JUSTLASER may use the Customer data received in connection with the sale of goods or services for advertising its own similar products. If the Customer does not wish to receive any further advertising, he can object to this at any time by sending an e-mail to [tooffice@justlaser.com](mailto:tooffice@justlaser.com).

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16.5 Further information on data processing by JUSTLASER can be found in the privacy policy at <https://justlaser.com/datenschutz/>.

## 17 Final provisions

- 17.1 Contracts between JUSTLASER and the Customer, the interpretation of these GTC, as well as the entire legal relationship between JUSTLASER and the Customer shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods and excluding the conflict of law rules of German private international law.
- 17.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between the Customer and JUSTLASER shall be the court having subject-matter jurisdiction for the registered office of JUSTLASER.
- 17.3 All communication and legal declarations to JUSTLASER (e.g. contract offers, information or notices of defects) shall only have legal effect vis-à-vis JUSTLASER if they are made in writing to the delivery address JustLaser GmbH, Weißenhorner Straße 33, 89269 Vöhringen.
- 17.4 Should individual provisions of these GTC be or become legally ineffective, invalid and/or void, this shall not affect the legal effectiveness and validity of the remaining provisions. In this case, JUSTLASER and the CUSTOMER undertake to replace the legally ineffective, invalid or void provision by a provision which is legally effective and valid and which corresponds to the replaced provision in its economic effect as far as possible and legally permissible. The same applies in the event of loopholes.