

General Terms and Conditions of JustLaser GmbH

Version dated 26.11.2024

1	General information	2
2	Contractual components	2
3	Conclusion of contract	3
4	Prices	3
5	Call-off orders	4
6	Payments	4
7	Delivery time, default of acceptance	5
8	Place of fulfillment and transfer of risk	7
9	Delivery to third parties	7
10	Retention of title, lien	7
11	Warranty and compensation	8
12	Data protection	11
13	Miscellaneous	11

General Terms and Conditions

1 General information

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of JustLaser GmbH (hereinafter referred to as "JUSTLASER") shall apply to all legal transactions between JUSTLASER and the Customer (hereinafter referred to as "Customer"). "Customer") shall apply. JUSTLASER's offer is aimed exclusively at commercial customers and companies. Private individuals are excluded from ordering. In this context, the Customer confirms to be an entrepreneur within the meaning of Section 1 of the Austrian Consumer Protection Act (KSchG) and to conduct legal transactions with JUSTLASER only in the course of its business. These GTC shall also apply to all future business relations, even if they are not expressly agreed upon again or their validity is not expressly referred to again.
- 1.2 JUSTLASER concludes contracts only on the basis of these GTC. Any general terms and conditions of the Customer conflicting with these GTC shall be expressly rejected and shall not apply. Deviations from these GTC, offers or price lists of shall always require an express written special agreement. Any provisions of the GTC that have not been amended thereby shall remain unchanged as part of the contract.
- 1.3 JUSTLASER shall notify the Customer of any amendments to these GTC in writing. These shall be deemed agreed if the Customer does not object to the amended GTC in writing within 14 days of receipt. The Customer shall be expressly informed of this legal consequence in the notification.

2 Contract components

- 2.1 Unless otherwise expressly agreed in writing, the content of the contract with the customer shall result from the following contractual components:
- 2.1.1 Order of the Customer as accepted in writing by JUSTLASER
 - 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, provision named first in clause 2.1 shall always take precedence.

General Terms and Conditions

3 Conclusion of contract

- 3.1 The contract shall be concluded upon the Customer's order and JUSTLASER's acceptance of the order. The Customer may submit its order to JUSTLASER in writing or - if provided for certain JUSTLASER products - electronically. The acceptance of the order by JUSTLASER shall be effected by written or - if provided for certain products - electronic order confirmation. Automation-supported order confirmations from do not require a signature.
- 3.2 Orders shall be accepted at the sole discretion of JUSTLASER. Orders are checked in particular for the creditworthiness of the customer and other business risks.
- 3.3 Unless expressly agreed to the contrary in writing, invitations to place an order/propose an offer, offers and other (price) information of JUSTLASER, however they are made, shall always be subject to change, non-binding and revocable at any time for JUSTLASER.
- 3.4 JUSTLASER shall be entitled to make the acceptance of an order dependent on a security deposit, advance payment or other prerequisites (e.g. down payment, bank guarantee) at its own discretion.
- 3.5 Furthermore, JUSTLASER shall be entitled at any time, even after acceptance of the order, to refuse the agreed service or delivery if the Customer is in default of payment or if JUSTLASER becomes aware of circumstances regarding the Customer's economic situation which make JUSTLASER believe that the fulfillment of its claims is not or no longer sufficiently secured.

4 Prices

Unless expressly agreed otherwise in writing, all prices are net prices in EUR excluding VAT ex JUSTLASER's registered office. The statutory value added tax shall be invoiced additionally at the applicable rate. Those prices shall apply which were last communicated to the Customer by JUSTLASER.

General Terms and Conditions

have been communicated in writing. The prices shall include the costs of transport packaging selected 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, VAT, border taxes, etc., even if the order for transportation is placed by JUSTLASER in individual cases.

5 Call-off orders

In the case of call-off orders, JUSTLASER shall be entitled to procure the material for the entire order and to produce the entire order quantity immediately. Any change requests of the Customer can therefore no longer be considered after the order has been placed, unless this is still logistically possible. Furthermore, JUSTLASER shall be entitled to immediate payment for orders not called off in due time, subject to a grace period of 14 days. In any case, call-off orders shall be deemed to have been called off no later than one year after the date of the order confirmation.

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 deductions and free of charges. Unless expressly agreed otherwise in writing, payments shall be due within seven days of the invoice date. 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 or has been expressly recognized by JUSTLASER in writing.
- 6.2 Payments with debt-discharging effect may only be made to JUSTLASER's bank account.
- 6.3 Payments received are always credited first to the costs (reminder fees, legal costs, etc.), then to the interest and finally to the capital, in each case to the oldest debt. Contradictory dedications of the

General Terms and Conditions

customers are ineffective. 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). Checks and bills of exchange shall only be accepted after 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 refuse payments offered in checks or bills of exchange without giving reasons.

- 6.4 If a payment term is exceeded, the Customer shall be in default without special notification by JUSTLASER being required. In this case, JUSTLASER shall be entitled at any time to suspend all agreed payment terms - also for any current acceptances - and to declare the claim due immediately and/or to demand advance payment or the provision of security for future deliveries and services.
- 6.5 Unless expressly agreed otherwise in writing, in the event of late payment of amounts due, the customer shall pay interest on arrears in the amount of 8 percentage points above the 3M Euribor, but at least 8 % p.a. shall be payable. The customer shall also bear other costs of legal action for the intended purpose, in particular extrajudicial reminder and collection charges, including the costs of engaging legal counsel or a debt collection agency.

7 Delivery time, default of acceptance

- 7.1 Delivery dates or deadlines are only binding if they have been expressly agreed as binding in writing in advance.
- 7.2 The agreed delivery period shall commence on the date of JUSTLASER's written or electronic order confirmation. JUSTLASER's compliance therewith shall be subject to the condition that all commercial and technical questions between JUSTLASER and the Customer have been clarified in writing and that the Customer has fulfilled all obligations incumbent upon him, such as, for example, the provision of the required official certificates or authorizations, the payment of a down payment or the delivery of material required by JUSTLASER in accordance with the agreement.

General Terms and Conditions

JUSTLASER is to process or edit. If this is not the case, as well as in the event of subsequent requests for changes or additions by the Customer, the delivery period shall be extended accordingly. This shall not apply if JUSTLASER is responsible for the delay.

- 7.3 The delivery deadline shall be deemed to have been met upon timely notification of readiness for dispatch. Goods ready for shipment must be collected by the Customer immediately. If the goods are not collected in time or cannot be dispatched through no fault of JUSTLASER, the delivery times shall be deemed to have been met upon notification of readiness for dispatch. If an acceptance has to take place, the acceptance date shall be decisive - except in case of a justified refusal of acceptance.
- 7.4 JUSTLASER shall be entitled to make partial and advance deliveries. A justified declaration of withdrawal by the Customer following the setting of a grace period shall have no effect on the partial and advance deliveries already made.
- 7.5 Claims for damages of the Customer due to delayed or non-executed delivery shall be excluded except in the event of intent or blatant gross negligence. Moreover, JUSTLASER's liability for damages caused by delay shall be limited to 5% of the value of that part of the delivery which was not delivered on time.
- 7.6 If the collection, shipment or acceptance of the delivery item is delayed for reasons for which the Customer is responsible, the Customer shall bear the costs incurred due to the delay as of the notification of readiness for shipment or acceptance. If the Customer is in default of acceptance or violates its obligations to cooperate, it shall compensate JUSTLASER the resulting damage, including any additional expenses. In the event of default of acceptance, JUSTLASER shall be entitled to insist on the performance of the contract or to withdraw from the contract after setting a reasonable grace period and to utilize the goods otherwise.
- 7.7 Unforeseen obstacles such as force majeure, labor disputes or other events which are beyond the control of JUSTLASER and which make it impossible to execute accepted orders in due time shall entitle JUSTLASER to withdraw from the contract in whole or in part or to postpone the delivery by the delivery period, to the exclusion of any claims for damages of the Customer.

General Terms and Conditions

duration of the hindrance including a reasonable start-up time. JUSTLASER shall notify the Customer of the beginning and end of such circumstances.

8 Place of performance and transfer of risk

- 8.1 Unless expressly agreed otherwise, the place of performance for all deliveries shall be JUSTLASER's registered office in A4600 Thalheim bei Wels ("ex " according to Incoterms 2000).
- 8.2 Upon notification of readiness for shipment or acceptance by JUSTLASER, all risks, including those of accidental loss and accidental deterioration, shall pass to the Customer.
- 8.3 At the customer's request, deliveries can be insured in his name and for his account.

9 Delivery to third parties

If, within the scope of an order placed by the customer, the customer wishes the relevant delivery or parts thereof to be delivered and invoiced to third parties (e.g. subsidiaries of the customer, sales partners, etc.), the customer shall nevertheless continue to be jointly and severally liable as a contractual partner alongside the third party.

JUSTLASER shall also be entitled to invoice any additional costs for packaging and transportation separately.

10 Retention of title, lien

- 10.1 All delivery items shall remain the property of JUSTLASER until full payment of all claims including interest and costs arising from the business relationship between the Customer and JUSTLASER (hereinafter referred to "Reserved Goods"). The Customer's claims from the resale of the Reserved Goods shall already now be assigned to JUSTLASER on account of payment up to the amount of the purchase price claim to which JUSTLASER is entitled, including interest and costs. The Customer shall record this assignment in its books in a manner that complies with all legal requirements, but shall remain entitled to collect as long as it not in default vis-à-vis JUSTLASER. JUSTLASER shall be entitled to

General Terms and Conditions

to notify the Customer's purchasers of the assignment. The Customer shall provide JUSTLASER with all documents and information required to assert JUSTLASER's rights. If such an assigned invoice amount is received by third parties, the Customer shall be obliged to reclaim this amount from the third party and to hand it over to JUSTLASER. If third parties seize goods subject to retention of title, the Customer shall also point out that such goods are JUSTLASER's property and notify JUSTLASER immediately. Any pledging or transfer by way of security of the goods delivered by JUSTLASER or any assignment of the claims from the resale of these goods shall not be permitted.

- 10.2 It is agreed that JUSTLASER shall acquire a legal lien on the material which is provided by the Customer for processing or treatment 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 determined by JUSTLASER.
- 10.3 If JUSTLASER goods are processed, combined or mixed with other material, JUSTLASER shall acquire co-ownership of the resulting product in proportion to the value of the JUSTLASER goods to that of the other material. The retention of title shall extend to the new product. In such cases, the Customer shall be deemed the custodian. The Customer hereby assigns to JUSTLASER as security all claims arising from the sale of goods to which JUSTLASER is entitled to ownership rights - if applicable in the amount of JUSTLASER's co-ownership share - and shall record this assignment in its books in a manner corresponding to the jurisdiction.

11 Warranty and compensation

- 11.1 Obvious and hidden defects shall notified to JUSTLASER in writing without undue delay. If the Customer fails to give notice of defects, the goods shall be deemed approved and the Customer shall lose its warranty rights. A

General Terms and Conditions

Commissioning of the delivered goods in production use is deemed to be unconditional acceptance.

- 11.2 The complaint shall be substantiated and supported by evidence and the Customer shall be obliged to store the rejected delivery items properly and to keep them available until the matter has been clarified. A return delivery of the rejected delivery items at the expense and risk of the Customer can only be carried out after consultation with JUSTLASER. If the complaint is justified, the costs shall be reimbursed by JUSTLASER.
- 11.3 The warranty period shall in any case commence upon notification of readiness for dispatch and acceptance at the place of performance (clause 8), irrespective of any acceptance that may have taken place. In any case, it shall end upon acceptance, approval and - even in the case of hidden defects upon commencement of processing or treatment, including of parts of the delivery items, by the customer. For any type of delivery, claims arising from defects - irrespective of the legal basis on which they are based (in particular warranty, compensation, special right of recourse) - shall expire no later than three months after receipt of the goods. The legal presumption of defectiveness of § 924 sentences 2 and 3 ABGB does not apply.
- 11.4 JUSTLASER shall not be liable for defects if the cause thereof lies in the material provided to JUSTLASER by the Customer. Likewise, claims for damages of any kind shall be excluded in this respect and also whenever no original JUSTLASER parts are used.
- 11.5 Any assurances and guarantees given by JUSTLASER do not cover consumables, wearing parts or damage by unsuitable, faulty or improper assembly, installation, use, operation, natural wear and tear or negligent handling.
- 11.6 Minor changes and deviations of the delivered goods from specifications shall be deemed approved by the customer in advance.
- 11.7 JUSTLASER shall have the right to release itself from any and all claims for a reasonable price reduction by improving the defective item or providing the missing item within a reasonable period of time and in a manner reasonable for the Customer. Defects in a part

General Terms and Conditions

of the delivery (order) shall not entitle the customer to return the defect-free part.

- 11.8 A rectification of defects does not lead to an extension of the original warranty period.
- 11.9 JUSTLASER shall not be liable for any warranty or damages if operating, safety or maintenance instructions are not followed, in particular if the delivery item incorrectly assembled or connected to unsuitable or non-specified constructions or systems, if appropriate personal protective equipment not worn during operation, if the Customer makes changes to the delivery item, uses unsuitable or non-specified consumables or uses the delivery item excessively or otherwise operates it outside the parameters specified by JUSTLASER HOLDING.
- 11.10 JUSTLASER products are not suitable for use in the medical . JUSTLASER accepts no liability for any damage resulting from the use of the products in the medical field.
- 11.11 Any claims for damages of the Customer for whatever legal reason shall be excluded, unless the Customer proves that JUSTLASER caused the damage at least by gross negligence. In the event of gross negligence, JUSTLASER's liability shall in any case be limited to the value of the goods delivered or to any liability insurance coverage. In the event of damage caused by delay, the limitation of the amount pursuant to Clause 7.5 shall apply.
- 11.12 Under no circumstances shall JUSTLASER be liable for indirect or consequential damages, consequential and financial losses, loss of profit, failure to make savings or damages to third parties.
- 11.13 Recourse claims pursuant to Section 12 of the Product Liability Act shall be excluded, unless the Customer proves that the defect caused in the sphere of JUSTLASER and was at least due to gross negligence.

General Terms and Conditions

12 Data protection

- 12.1 JUSTLASER may process the Customer's personal data required for the purpose of fulfilling the contract. The relevant data protection information can be viewed on the JUSTLASER website at the following address: www.justlaser.com
- 12.2 The Customer shall take all necessary data protection measures (e.g. obtaining the declaration of consent from data subjects in its sphere) in order to enable the data processing described above by JUSTLASER.

13 Miscellaneous

- 13.1 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 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.
- 13.2 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 any other reference to JUSTLASER's company name.
- 13.3 Under no circumstances shall the Customer be authorized to assign a claim to which the Customer is entitled against JUSTLASER to third parties.
- 13.4 Any order and any contract as well as these GTC shall exclusively be by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of the conflict of law rules of Austrian private international law. The exclusive place of jurisdiction for all disputes arising from and in connection with the business relationship between the Customer and JUSTLASER shall be the competent court in Wels.

General Terms and Conditions

- 13.5 All communications 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, Am Thalbach 36, A-4600 Thalheim bei Wels.