



General Delivery and Service Conditions for the Precitec Optical Systems GmbH (“POS”)

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Business terms and conditions, which apply to all legal relations between the POS and Customer in accordance with § 14 BGB (German Civil Code)

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A. General Section

Terms and Conditions, which apply to all legal relations between the POS and Customer

I. General

1. The following terms and conditions apply to all deliveries and services from POS to Customer as well as to the other legal relationships between POS and Customer and are considered to be part of the contract concluded between POS and Customer. Customer’s business terms and conditions shall not be considered as being part of the contract, even if POS does not explicitly contradict such terms and conditions during order acceptance.

2. Verbal collateral agreements to concluded contracts do not exist. In order to be valid, additional agreements and amendments to the contract must be in written form or in the form by means of which the contract was concluded and which pertains to the contract amendment or supplement. This formal requirement cannot be declared null and void, neither verbally nor implicitly, nor can it be overruled.

3. German law shall solely apply to the legal relationship between POS and Customer to the exclusion

of the UN Sales Convention (CISG) and German private international law.

4. Place of jurisdiction for all disputes between Customer and POS, if there is no other compelling legal jurisdiction, is POS headquarters. However, POS reserves the right to bring an action at any other legally permissible place of jurisdiction.

5. Customer only has the right to offset payments or other services with counterclaims if such counterclaims are undisputed or legally binding. Customer’s right of defence of non-performance of the contract remains unaffected.

6. POS is at all times entitled to make technical changes in the interest of improvement.

7. The purchaser agrees that POS may store, process and transmit the data concerning merchandise and payment transactions with the purchaser for the purpose of order processing.

II. Delivery/Performance Period, Impediments to Performance

1. The delivery/performance period results from the agreement between the POS and Customer. It is only binding as a fixed period or date, if this has been expressly agreed. Compliance by POS with the above period requires that all commercial and technical contract details between the parties have been finally clarified and that Customer has fulfilled all its obligations, such as special acts of cooperation, materials provided and advance payments. If this is not the case, the delivery/performance period shall be extended accordingly. Should subsequent changes to the scope of delivery/performance become necessary or should Customer subsequently require any such changes, the delivery/performance period shall also be extended appropriately.

2. If an unforeseen delay is caused by circumstances for which POS is not responsible, POS shall not be held liable for such delay; the delivery/performance period shall be extended appropriately. This also applies in the case of defective or delayed delivery by third parties if POS – to an extent that is feasible and financially reasonable – has made an equivalent coverage purchase and is not responsible for faulty or non-timely delivery by third parties. POS will inform Customer of the commencement and the end of such circumstances as soon as possible.



3. If unforeseeable circumstances (within the meaning of Section II.2) should arise for which POS is not responsible, and such circumstances complicate contract performance for POS for an unforeseeable period or for a period which endangers the purpose of the contract, and the impediment to performance by POS cannot be removed through reasonable expenses, POS has the right to withdraw from the contract. In such cases, POS is obliged to inform Customer immediately about the circumstances which are complicating performance, and, after withdrawing from the contract, to reimburse Customer without delay for any payments it has already made. Other claims over and above the reimbursement claims of Customer are excluded.

4. If POS is responsible for a delay in delivery and Customer incurs damage as a result of such delay, Customer is entitled to demand lump-sum compensation, calculated from the third week after the delay occurred. This compensation shall amount to 0.5% for each full week of delay, in total, however, no more than 5% from the value of that part of the delivery which was not delivered on time due to the delivery delay. Any further claims for damages due to delay shall be valid only if one of the exceptions of the limitations of liability set out in Section VI exists. If **used merchandise is** purchased, Section. II.4 shall not apply.

III. Shipping and Payment Conditions, Prices

1. The INCOTERMS delivery clauses in their most current version shall apply as contractually valid in the shipment of merchandise from POS to Customer. Unless otherwise agreed, all shipment deliveries from POS shall be carried out as per the INCOTERMS shipment clause "EXW (Ex Works) POS factory". Unless it is agreed that POS insures transport, this only covers transport from the POS factory to the boundary line of Customer's premises.

2. Unless otherwise agreed, all invoices sent by POS are payable to the account specified by POS within 30 days of receipt by Customer, without any deductions. The date on which the account of POS is credited shall apply for the timeliness of payment.

3. POS reserves the right to charge Customer a deposit or advance payment.

4. Unless stated otherwise, agreed prices are in each case net prices, without any additional legal VAT, sales tax, similar tax or customs duties in the individual applicable amount on the date of delivery or performance.

IV. Retention of Title

1. POS reserves title to the subject of the purchase contract, work performance contract or work contract until the complete fulfilment of all payment obligations –

including any additionally-owed ancillary services – which pertain to the respective contract. POS shall be authorised to register the subject of the purchase contract in the title retention register.

2. Customer may neither sell, pledge nor assign as security the item(s) which is/are subject to the retention of title rights until all relevant outstanding accounts have been completely fulfilled.

3. If Customer has ordered the merchandise in the role of a recognisable integrator or other intermediary, and is not in default of payment, and a reason for applying for insolvency does not exist, Customer is authorised (in the ordinary course of business) to process or sell the merchandise (but not to pledge the merchandise or transfer its ownership as security for a debt) before all payment obligations have been completely fulfilled. Customer shall assign to POS (in advance) all claims against third parties resulting from the processing or sale of the merchandise, in order to secure the payment entitlements of POS. Such assignment shall apply regardless of whether the reserved merchandise has been sold without processing or after processing. Regardless of such assignment, Customer shall remain entitled to collect the debt and POS shall not collect the claim as long as Customer is not in default of payment, and a reason for applying for insolvency does not exist. The processing and combination of the reserved merchandise by Customer shall be exclusively for POS. If combined with other movable items which do not belong to POS, POS is entitled to joint ownership of the new merchandise in proportion to the acquisition value of the reserved merchandise and to joint ownership of other items combined to the reserved merchandise at the time of processing.

4. Customer must inform POS immediately of any case of seizure, confiscation or other dispositions by third parties.

5. In case of a breach of the contract by Customer, in particular in case of delayed payment, POS is entitled to take back the item(s), which Customer is obliged to surrender, after withdrawal of the contract. In this case, POS may, at its own discretion, demand that Customer deliver the item(s) at its own expense and its own risk to the headquarters of POS, or that Customer permits POS to collect the item(s) from its premises. If POS chooses to pick up the item(s), Customer, at its own cost, shall give POS unimpeded access to the site and access to the item(s) for the time period that POS needs to uninstall and load the item(s) for transport and to eliminate any obstacles that might hinder the pickup procedure. POS may demand that Customer reimburses the costs of uninstalling and loading the merchandise for transport, in addition to compensation for other damages.



V. Claims Due to Defects (“Warranty”)

1. If defects in the item(s) purchased or in the service already exist at the time of transfer of risk, POS shall warrant, and shall be liable for, damages (to the exclusion of further claims). However, POS shall be subject to such liability for damages in accordance with Section VI and the regulations pursuant to Section VIII, and only in accordance with the following provisions:

1.1 POS shall repair all defective parts of contractual item(s) at its own discretion and free of charge, or replace them free of defects (“subsequent performance”). In this case, POS shall select the appropriate, proportionate form of subsequent performance, taking into account all the circumstances and the associated costs. In the case of replacement, Customer shall pay POS compensation for the use of the replaced original delivery item(s), if the reduction in value of the replaced object(s) of performance (caused by such usage) is not above and beyond the wear and tear that would have been caused by normal, intended usage.

1.2 The location of subsequent performance is the agreed domestic destination of the contractual item(s). POS reserves the right to repair the item(s) at the POS factory, should such repair be required. POS shall always bear the expenses of subsequent performance and the costs of transporting the item(s) to the location at which subsequent performance is to be performed; these costs shall include costs for transport, travel, labour and materials. If the contractual item(s) is/are brought to a different location by Customer, thereby increasing the costs of subsequent performance, the additional expenditure involved shall be borne by Customer, based on the valid POS price list at the time of performance; the price list shall be handed over to Customer on request. If additional costs incurred abroad are to be borne by Customer, such costs shall be aligned with the valid cost rates which are applicable in the relevant country.

1.3 Customer is only entitled to withdraw from the contract or reduce the contract price if POS – subject to legal exceptions – has allowed a reasonable deadline for the repair or replacement to fruitlessly expire, or if subsequent performance has failed repeatedly and it would be unreasonable for Customer to be subjected to yet another attempt at subsequent performance. In such cases, the right to withdraw from the contract is limited to defects which restrict usability.

1.4 Claims for damages can only be asserted in accordance with Section VI.

1.5 Normal wear and tear of components or tools (such as stamping and bending tools, lenses, nozzles, outcoupling mirrors, external beam guidance optics) within the sphere of intended use does not constitute any claims for defects.

1.6 The assertion of claims for defects is excluded if the defect is due to Customer not complying with the

installation or operating instructions, or if the defect has been caused after the date of transfer of risk (unless the defect has been caused by POS), or if Customer has not carried out any necessary maintenance work of the contractual item(s) or has acted contrary to the maintenance instructions (Operating Instructions). Original POS spare parts and consumables must be used for maintenance.

1.7 In cases where the contractual item(s) infringe(s) industrial property rights or the copyrights of third parties in the European Union, Switzerland, Turkey, China, Taiwan, Korea, Japan, USA, Canada, Mexico or Brazil, POS, at its own expense, shall entitle Customer to continue to use the contractual item(s), or POS shall modify the item(s) purchased in such a way that the copyright infringement no longer exists; such modification shall be carried out in a manner that is reasonable for Customer. If this cannot be achieved under reasonable financial conditions or within a reasonable period, both Customer and POS are entitled to withdraw from the contract.

In the case of industrial property rights or copyright infringement, the above obligations of POS are conclusive, subject to Section VI. They shall apply only if

- Customer immediately informed POS of the claim made by a third party and did not contribute to an increase in the damages by notifying POS of the asserted property or copyright violations much too late,
- Customer (i) enables POS to take over the defence using lawyers engaged by POS, at POS’s own expense and at its sole discretion; and (ii) supports POS in the defence of the asserted claims with all available means of defence and (iii) enables POS to carry out the modifications as per Section. 8.3,
- Customer leaves all defence measures including out-of-court settlements to the discretion of POS, and
- the defect of title or the infringement of rights is not caused by Customer itself, and is especially not based on Customer’s specifications or based on the fact that Customer changed the contractual item(s) contract or used it/them in a non-contractual manner.

1.8 The liability of POS for claims arising from the infringement of property rights or copyrights is limited to € 50.000 per damages claim. Here it is also made clear that all the claims stemming from an infringement of industrial property rights constitute one single claim. Any further liability of POS to Customer for damages related to the infringement of the property rights of third parties is excluded, except in cases of intent.

1.9 The provisions in Section IX shall additionally apply to software.



1.10 Customer must immediately examine the contractual performance of POS. Obvious defects must be reported immediately in writing to POS. Initially unrecognisable defects must be reported in writing to POS immediately after they are discovered. Failing a timely complaint, the warranty rights shall be waived, unless such defects were fraudulently concealed by POS.

2. If Customer takes it upon itself (with the required prior approval of POS) to remedy defects that POS would normally be obliged to repair as per the foregoing provisions, Customer shall not be deemed to be a vicarious agent of POS. POS is only liable for the consequences of Customer's self-performance if Customer acted on the instructions of POS. POS shall reimburse Customer with the costs of Customer's self-performance up to the amount of the expenses that POS would have borne without the self-performance by Customer.

3. In the case of the purchase of **used items**, liability for defects is **excluded**, unless otherwise agreed.

4. Customer claims for fraudulently concealed defects or claims based on a quality or durability guarantee acquired by POS shall always remain unaffected; however, the complaint periods under Section V.1.9 shall apply to quality and durability guarantees.

5. For replacement orders for parts allocated by POS to the XChange concept – parts for which POS would normally provide a warranty in accordance with the foregoing provisions, but for which the warranty period of twelve months (see Section VII.1) has meanwhile expired – POS shall grant 75% discount in the second year, 50% in the third year and in the fourth year 25% based on the applicable price list for the parts in question. The conditions attached to this warranty are (a) that Customer has previously purchased access to the XChange concept for the relevant part and (b) that in each case, the defective part is returned to POS and a replacement part is delivered to Customer by POS within Germany. In the case of destinations outside of Germany, separate, country-specific conditions apply. On request, these conditions shall be communicated to Customer before the contract is signed. Claims of Customer based on a defect liability of POS shall remain unaffected. The XChange concept does not apply to the purchase of used contractual merchandise.

VI. Liability for Damages

1. For consequential damages and other damages that have not occurred to the contractual item(s), POS shall only be held liable – in respect of any legal reason whatsoever:

- in case of intent, or
- gross negligence, or
- culpable injury to life, limb or health, or

- defects that POS has fraudulently concealed, or
- as part of a guarantee, or
- in the case of mandatory liability pursuant to the product liability law for personal or material damage.

In the case of culpable violation of essential contractual obligations, POS shall also be liable for the gross negligence of non-executive employees and also for slight negligence; in the latter case, however, liability is limited to typical contractual, reasonably foreseeable damage, whereby it is assumed that the typical contractual and reasonably foreseeable damage does not exceed the actual purchase price.

Other claims are excluded.

2. The liability of POS is particularly excluded in the following cases, provided that POS is not responsible for: unsuitable or improper use, faulty installation or commissioning by Customer or third parties, normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable equipment, faulty construction work, unsuitable foundations and chemical, electrochemical or electrical influences. If Customer or a third party makes subsequent but improper improvements, POS shall not be held liable for the resulting consequences. The same applies to modifications in the item(s) purchased/object(s) of performance(s) without prior approval by POS.

3. The rules under Section VII shall apply for the limitation period of Customer's claims for damages, which are based on defects in the item(s) purchased/object(s) of performance(s).

4. The provisions in Section IX shall additionally apply to software.

VII. Warranty Period, Other Limitations

1. Unless otherwise agreed beforehand, **claims for defects**, regardless of the legal reason, shall **expire after a period of twelve months**

a) from the delivery date (in the case of purchase with no obligation on the part of POS to bring the contractual item(s) to the place of installation or install the contractual item(s).

b) from final acceptance of the contractual item(s) by Customer or acceptance that is deemed to have taken place (see Section VIII.5.) (in the case of a purchase where POS is obliged to bring the contractual item(s) to the place of installation or to install contractual item(s) (see Section VIII), and in the case of services involving the building of a structure).

2. If POS carries out subsequent performance, the limitation period for claims for defects shall only recommence if POS has fully recognised its obligation for subsequent performance. An acknowledgement of the obligation to subsequent performance by POS shall effect the re-commencement of the limitation period, but only with regard to the recognised defect(s). If POS carries out



subsequent performance as a gesture of goodwill, this shall not be regarded as an acknowledgement of the alleged defects; such acknowledgement would normally start the re-commencement of the limitation period.

All **other claims** of Customer against POS – for whatever legal reason – shall **expire after twelve months** from the time at which Customer found out about the circumstances, or would have found out without gross negligence on its part. This does not apply to legally-prescribed longer limitation periods.

The provisions of the following pages also apply for certain merchandise and services.

B. Special Section

Terms and Conditions that supplement the General Section and apply to specific merchandise and services:

VIII. General Provisions for Lasers

1. **Preliminary acceptance:** If an agreement has been made that **preliminary acceptance** is to be carried out in the POS factory prior to delivery of the contractual item(s), a standard procedure defined by POS shall be performed to demonstrate the functionality of the merchandise. A report on this procedure shall be prepared and signed by both parties.

2. **Receipt:** Customer can only refuse receipt of the contractual item(s) if a significant defect exists, irrespective of other claims for defects. Partial deliveries are permissible to an extent that is reasonable for Customer.

3. **Bringing the contractual item(s) to the place of installation** (bringing the delivery item(s) from the means of transport to the place of installation): this shall only be carried out by POS if expressly agreed beforehand.

4. **Installation:** Installation of the merchandise shall only be carried out by POS if expressly agreed beforehand. If **installation by POS is agreed**, the parties shall owe one other the following services and cooperative actions:

4.1 The installation of the contractual item(s) in its/their final location shall be carried out by a POS service technician or by an authorised partner of POS. All conditions to be fulfilled by Customer can be found in the documents specifying installation and operation; POS shall hand over the documentation to Customer together with the order confirmation; the conditions therein must be fulfilled by Customer on schedule. To ensure a quick and smooth procedure, Customer must provide appropriate support staff for the POS service technician who is responsible for the installation and supply any necessary lifting equipment free of charge.

4.2 After installation, commissioning and functional testing shall be performed by a POS service technician during a standard procedure defined by POS. If the machine concerned is “partly completed machinery” within the meaning of the Directive 2006/42/EC on Machinery, POS shall only carry out the functional testing and not the commissioning of the merchandise.

5. **Acceptance:** If an acceptance contract has been concluded or is required by law, acceptance of the contractual item(s) shall take place in accordance with a standard procedure defined by POS.

5.1 Customer is obliged to accept the merchandise as soon as the functionality test is complete, unless a defect exists which limits the usability of the merchandise. If partial functions of the merchandise can be used independently for production purposes and such functions are ready for acceptance, Customer must agree to partial acceptances. A report on the (partial) acceptance shall be prepared and signed by both parties.

5.2 The (partial) acceptance shall also be deemed completed if Customer

- does not declare acceptance within a reasonable period of time granted to it, despite the existing acceptance obligation (see paragraph 5.1), or refuses to declare acceptance even after repeated requests from POS or

- delays the commissioning or the functional test without a relevant reason, and POS has consequently set a reasonable customer cooperation deadline which has expired without result, or

- commissions the contractual item(s) itself for production purposes.

6. **Briefing:** If explicitly agreed, a (maximum) one-day briefing of Customer in the operation of the contractual item(s) shall take place on site at the same time.

7. **Obstacles involved in transferring the merchandise to the installation site, installation, commissioning, functional testing and briefing:**

7.1 Unforeseen obstacles/technical faults must be immediately removed/remedied by Customer. Additional services over and above the necessary services due, or waiting times for POS which cannot otherwise be utilised, must be paid separately by Customer to POS in accordance with the valid POS price list at the time of performance; additional costs incurred by third parties hired by POS must also be reimbursed by Customer. This does not apply if such additional services, waiting times or additional costs are caused by circumstances for which POS or third parties hired by POS are responsible.

7.2 If the performance of the services is delayed due to circumstances for which neither POS nor any third party hired by POS is responsible, POS may set a reasonable deadline to remedy the problem(s). If this deadline expires without result, POS may refuse to perform the services; Customer cannot in this case claim that the



services were not provided. POS may request the payment of the agreed remuneration after deduction of the expenses saved and the income from any other utilisation of its own manpower.

8. Under certain conditions, the import, export or other transfer of the delivery item(s) or individual components may be subject to authorisation, either domestically or abroad. Customer is responsible for obtaining the necessary regulatory authorisations in a timely manner.

Since lasers are typically delivered with software and additional services may therefore be incurred, please see the following supplementary provisions for software (Section IX) and services (Section X).

IX. General Provisions for Software

1. If software is delivered with a laser, Customer is granted the non-exclusive right to use the software on the specific contractual item(s). Use of the software on more than one system is prohibited.

2. Liability for defects in software:

2.1 Software defect claims shall only exist if the software's usability is limited by the defect in the licenced product. The regulations on defects and damages liability pursuant to Sections V to VII shall also apply, with the following additional restrictions:

2.2 Any liability of POS for software malfunctions is excluded if Customer specifically violates its due diligence requirements in connection with the software; if, for example,

- the minimum requirements for the hardware and software equipment of Customer set down in the software licence certificate are not met,
- the software is installed on different hardware to that which is set down in the software licence certificate and such installation occurs without the express consent of POS (which POS may only refuse for justifiable reasons),
- different software (to that stipulated by POS at the time when the software licence certificate was issued) is installed on the same hardware of Customer on which the licenced product is installed, or
- Customer has modified the licenced product without the prior express approval of POS, unless Customer can prove that the software malfunction is not due to a specific violation of its own due diligence.

3. Documentation and the licence certificate:

3.1 Customer receives documentation and a licence certificate together with the software. Hereinafter, these items are collectively referred to as the "licenced product".

3.2 The acquisition of a multi-user licence (e.g. second-user licence) entitles Customer to use the purchased software on another system with the aforementioned user licence. No further documentation is supplied with multi-user licences. Each additional licence automatically includes all the expansion stages purchased with the initial licence.

3.3 Customer is entitled to use the licenced product for the purposes of its business operations in accordance with the provisions of the software licence certificate and the provisions of these General Delivery and Service Conditions. Customer is not entitled to make the licence available to third parties. For contractual purposes, third parties are defined as non-employees of Customer and other persons whom Customer utilises for the contractual use of the software.

3.4 The licence does not have a time limit. POS is, however, entitled to prohibit the future use of the licenced product if Customer violates the licence conditions despite a prior written warning, unless such violation is carried out due to circumstances for which neither Customer nor its vicarious agents are responsible.

3.5 If the software licence certificate contains no statement to the contrary, Customer has the right to use the licenced product, but only on one computer central processing unit at the same time. Simultaneous use on multiple CPUs requires the acquisition of additional licences or a subsequent licence. This applies to future updates and upgrades accordingly.

3.6 Customer is entitled to reproduce the licenced product in machine-readable form, if this is required for contractual use. Customer is (especially) entitled to make backup copies to secure the future contractual use of the licenced product.

3.7 Customer is not entitled to change the licenced product for its own purposes or for the purposes of others.

3.8 Customer is not entitled to grant third parties any rights to use the licenced product.

3.9 The software designated in the licence certificate contains third-party software components. Customer is not entitled to extract software components from the software specified in the licence certificate. Use of the software designated in the licence certificate is only permitted in accordance with the provisions set down in the licence certificate.

3.10 The ownership of either or both of the software data storage media or documentation given separately to Customer shall remain with POS.

3.11 If POS prohibits Customer from further use of the licenced product, Customer must return to POS the licence material (which is the property of POS), including one of the software data storage media given to Customer by POS. The licenced product stored at



Customer's and all Customer's existing backups shall be deleted.

3.12 POS is only obliged to provide maintenance or support services, or to provide updates or upgrades, if and insofar as this has been explicitly agreed in a separate agreement.

X. General Provisions for Services

In addition to the preceding Sections, the following provisions shall apply for all services and maintenance, repair and assembly services including consulting, training, expert assessments, machinery modifications (hereinafter uniformly named "Services") commissioned by Customer on the basis of a separate contract, if POS is not obliged to perform such services for other reasons, and in particular because of defect claims by Customer in accordance with Section V.1.

1. Maintenance:

1.1 Maintenance dates are agreed between Customer and POS, usually at least four weeks before the desired maintenance date. No repair services are included with maintenance. Customer shall be invoiced separately for repair services (to which the following Section X.2 applies), based on the POS prices that are valid at the time of performance and which are communicated to Customer in advance upon request of Customer.

1.2 During the period of maintenance service, the machine(s) must be made freely available to POS maintenance personnel; the machine(s) will not be available for production work at this time.

2. Repair and installation services:

2.1 If Customer did not acquire the repair/installation item(s) directly from POS, Customer must inform POS of the industrial property rights or copyrights associated with the item(s); provided that POS is not at fault, Customer shall hold POS harmless against possible third-party claims made on the grounds of industrial property rights or copyrights.

2.2 To the extent possible, the expected repair/installation price will be communicated to Customer in the repair/installation offer, otherwise the Customer can set cost limits. If the repair/installation cannot be carried out without exceeding these costs, or POS believes that additional work is necessary during the repair/installation procedure, POS shall seek and obtain Customer's consent if the declared costs will be exceeded by more than 15%. If a cost estimate with binding price rates is desired before the repair/installation is carried out, Customer shall expressly request said estimate. Unless otherwise agreed, such an estimate is only binding if it is submitted in writing. The time spent on creating the estimate has to be paid for by Customer. Customer will not be invoiced for the work involved in

submitting the cost estimate, if this work can be utilised for carrying out the repair/installation.

2.3 Customer is obliged to accept the repair/installation services as soon as it has been shown that the services have been completed after an agreed test of the repair/installation item(s) has taken place, unless the repair/installation service evinces a defect that would limit the usability of the item(s). If Customer delays its acceptance of the services through no fault of POS, acceptance shall be deemed to have taken place two weeks (at the latest) after Customer has been shown that the repair/assembly has been completed. Acceptance is also deemed to have taken place as soon as Customer puts the repair/installation item(s) into operation for production purposes.

2.4 If required within the scope of a repair/installation, the repair/installation item(s) – including any packaging and loading – shall be transported at Customer's expense to POS or delivered to POS; after the repair/installation has been completed, the item(s) shall be transported back to Customer or picked up by Customer. Customer bears the risk of transport. For the duration of the repair/installation at the POS factory, Customer, at its own expense, must insure the repair/installation item(s) against all usual risks. If Customer delays taking back the repair/installation item(s), POS can invoice Customer for storage costs or store the item(s) elsewhere (at the discretion of POS). The costs and risk of storage shall be borne by Customer.

2.5 In the case of repair/installation services at Customer's site, Customer (at its own expense and in good time) must establish all the necessary legal and technical conditions within its powers and support POS with the implementation. If Customer has the necessary technical equipment to carry out the repair/installation (crane, lifting equipment, transport castors, industrial truck, consumer articles and materials, etc.) as well as operating personnel, it shall make them available free of charge to support the repair/assembly in accordance with the instructions of POS. At the repair/installation site, Customer shall undertake any and all special measures that may be needed for the protection of people and property. Customer must inform POS about current and future safety regulations that pertain to the repair/installation. Customer shall also be responsible for:

- the provision of heating, lighting, operating power, water (including the necessary connections),
- the necessary provision of dry and lockable rooms for storing the tools of the repair personnel,
- the protection of the repair/installation site and materials from harmful influences of any kind,
- the cleaning of the repair site and
- the transport of assembly parts at the assembly site.



If Customer fails to meet its obligations, POS, having first stipulated a period for compliance, shall be entitled (but not obliged) to perform, in Customer's stead, the actions for which Customer is responsible; such performance shall be carried out at Customer's expense.

3. Training:

Travel and subsistence expenses (in the case of on-site training, the expenses of the lecturers) shall be borne by Customer. For explicitly agreed training courses that are not attended within three years from delivery of the contractual item(s), Customer's claim for fulfilment shall be deemed to be inapplicable. If, after expiry of the confirmed training date, POS removes the product (for which Customer ordered training) out of its product range without Customer having taken part in the training course for that product, the training requirements of Customer shall be transferred to an equivalent training course for a different product in the current POS product range.

4. Hourly rates, material prices, travel costs:

Service and material costs of the materials consumed for services (spare parts, parts subject to wear & tear, lubricants, etc.) will be charged according to the POS prices which are valid at the time of performance; at Customer's request, these prices will be communicated to Customer in advance and separately itemised in the invoice.

Subject to change without notice

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