

General Terms and Conditions of Laxcel GmbH

I. General Provisions

1. Scope

1.1 The following General Terms and Conditions (GTC) of Laxcel GmbH (hereinafter "Laxcel") apply exclusively. They also apply to all future business relationships with the customer. This applies even if they are not expressly agreed upon again.

1.2 Contradictory or deviating conditions of the customer that differ from Laxcel's GTC are not recognized unless Laxcel has expressly agreed to their validity in writing. Laxcel's GTC also apply if Laxcel, with knowledge of contradictory conditions or deviations from these GTC by the customer, executes delivery or services to the customer without reservation.

1.3 All agreements on deliveries in contracts concluded between Laxcel and the customer are documented in writing. Future agreements between Laxcel and the customer are to be recorded in the respective contract and any additional agreements in writing.

1.4 These GTC apply only to entrepreneurs according to § 14 para. 1 BGB (German Civil Code) and legal entities of public law and public-law special funds within the meaning of § 310 para. 1 BGB. An entrepreneur in this sense is a natural or legal person or a legal partnership capable of holding rights who acts in the conclusion of a legal transaction in the exercise of their commercial or independent professional activity.

2. Conclusion of Contract

2.1 If a customer's order is to be classified as an offer according to § 145 BGB, Laxcel can accept this offer within two weeks from receipt by sending an order confirmation.

2.2 Cost estimates from Laxcel are, unless otherwise agreed, non-binding. In the case of a specific offer by Laxcel, this is binding only for a period of two weeks or for the period specified in the offer.

2.3 A contract between Laxcel and the customer is concluded - unless otherwise agreed - only with the written order confirmation by Laxcel. The transmission of an invoice is equivalent to an order confirmation.

2.4 The documents provided by Laxcel and information provided, such as illustrations, drawings, weight, and dimension specifications, are binding only to the extent that Laxcel expressly includes them in the order confirmation or expressly refers to them in the order confirmation.

3.Remuneration, Maturity, Payment Default, Offset, Right of Retention, Assignment

3.1 The prices agreed upon in the offer apply. These prices are understood without packaging and shipping (ex works) unless otherwise stated in the offer.

3.2 Packaging and loading costs as well as the costs of packaging return are billed separately unless otherwise agreed. The same applies to shipping costs if the customer requests shipment. Unless otherwise agreed, the choice of the type of shipment and the route of shipment is at the discretion of Laxcel.

3.3 In the case of partial deliveries or services according to section 4.2, Laxcel is entitled to corresponding partial payments.

3.4 Laxcel reserves the right to change prices accordingly if cost increases occur between the conclusion of the contract and delivery by Laxcel that are not to be represented, especially new taxes, incidental charges, a significant increase in material or production costs, including increases in freight costs including duties, import and export fees, and cost increases due to exchange rate changes.

3.5 The legal value-added tax is not included in Laxcel's prices. It is separately shown in the invoice at the currently applicable statutory rate. For deliveries and services within the European Union, the customer must provide his VAT identification number as proof of exemption from value-added tax in a timely manner before the contractually agreed delivery date. In the event of a failure to provide timely and complete notification, Laxcel reserves the right to calculate the currently applicable value-added tax. For deliveries and services outside the European Union, Laxcel is entitled to subsequently charge the statutory value-added tax if the customer does not send Laxcel proof of export within one month after the respective shipment.

3.6 If Laxcel accepts checks and bills of exchange, this is done only by way of fulfillment, subject to the usual reservation of their redemption and against the customer taking over all costs associated with the redemption; in particular, the customer is responsible for bearing bill taxes.

3.7 Unless otherwise stated in the respective contract or under the law, the remuneration is due for payment immediately upon delivery or performance. The customer is automatically in default 30 days after the due date and receipt of the invoice without the need for a reminder.

3.8 If the customer defaults on his payment obligation, Laxcel is entitled to demand default interest at a rate of 5 percentage points per annum above the base rate. This does not affect the right to claim higher damages. Otherwise, the legal provisions apply.

3.9 If Laxcel becomes aware of circumstances that are suitable to reduce the creditworthiness of the customer, all claims from the business relationship with the customer become due immediately.

3.10 The customer is only entitled to set-off or retention if his counterclaim has been finally determined, is undisputed, or has been acknowledged by Laxcel in writing. The assignment of existing claims against Laxcel to third parties requires the prior written consent of Laxcel.

4. Delivery Conditions, Transport Insurance, Transfer of Risk

4.1 Unless otherwise stated in the order confirmation, delivery or performance is agreed ex works.

4.2 Laxcel is entitled to partial deliveries and services if they are not unreasonable for the customer.

4.3 The risk passes to the customer when the subject matter of the contract is handed over to the person performing the transport. This also applies to transport by Laxcel.

4.4 If the transport or collection of the subject matter of the contract is delayed at the customer's request or due to his fault, the goods are stored at Laxcel at the customer's expense and risk. In this case, the risk passes to the customer from the day of notification of the delivery or acceptance readiness.

4.5 Transport damages must be reported to Laxcel and the delivering carrier immediately, but no later than within five days, in writing.

4.6 Transport and all other packaging according to the Packaging Regulation will not be taken back. The buyer is responsible for the disposal of the packaging at his own expense.

5. Delivery and Performance Time, Default, Transfer of Risk in the Event of Default of Acceptance

5.1 The indication of delivery and performance times by Laxcel is non-binding unless Laxcel expressly confirms the exact delivery or performance date in writing.

5.2 Delivery or performance deadlines are considered met if, by their expiration, the subject matter of the contract has left the factory or it has been communicated that the subject matter of the contract is ready for collection. If the performance is provided within the customer's local area, performance deadlines are met with the provision of the service.

5.3 The delivery or performance time begins only when all commercial and technical issues between the parties have been clarified and requires the timely and proper fulfillment of the customer's obligations. Compliance with the delivery or performance time is subject to the correct and timely self-delivery. Liability for delays not caused by Laxcel is not assumed. Laxcel will promptly notify of anticipated delays.

5.4 The fulfillment of the contract by Laxcel regarding those delivery parts covered by government export regulations is subject to the condition that the necessary approvals are granted.

5.5 If Laxcel is in default, and the customer incurs damage as a result, liability is governed by Section 7.

5.6 If the customer is in default of acceptance or violates other cooperation obligations, Laxcel is entitled to exercise existing legal rights, in particular, to demand compensation for the additional expenses incurred and, after setting a reasonable deadline for remedy without success, to withdraw from the contract. Laxcel also reserves the right, after setting a reasonable and fruitless deadline for the acceptance of delivery or performance, to dispose of the subject matter of the contract in another way and to deliver or perform to the customer with a reasonable extended deadline.

5.7 In the case of the customer's default of acceptance, the risk of accidental loss or accidental deterioration of the subject matter of the contract passes to the customer at the time when the customer defaults on acceptance.

6. Warranty for Material Defects

6.1 The basis of our liability for defects is the agreed quality according to the specifications. The limitations of the systems concerning operating hours communicated to the customer also apply.

6.2 In the presence of defects, the warranty, unless otherwise stated in Section 6.6, is limited to the right to subsequent performance. In this case, Laxcel is entitled, at its discretion, to remedy defects or provide a replacement delivery or service. The right to remedy the defect by the customer is excluded.

6.3 A deadline for subsequent performance to be set by the customer must be at least four weeks and must be made in writing. Subsequent performance is only considered to have failed if three attempts have been unsuccessful. Laxcel may refuse subsequent performance if it is possible only with disproportionate costs.

6.4 Returns for the purpose of subsequent performance may only be made with Laxcel's written consent. The risk of accidental loss and accidental deterioration only passes to Laxcel when it is handed over to Laxcel at its place of business. Laxcel bears the expenses necessary for the examination and subsequent performance, in particular, transport and material costs (excluding removal and installation costs), if there is indeed a defect. However, if a customer's request for defect rectification proves to be unfounded, Laxcel can demand reimbursement of the costs incurred from the customer.

6.5 In the case of replacement delivery for the purpose of subsequent performance, the customer must return the delivered item.

6.6 If Laxcel is not willing or able to provide subsequent performance, especially if it is delayed beyond reasonable deadlines for reasons attributable to Laxcel, or if subsequent performance otherwise fails, the customer is entitled to withdraw from the contract within the framework of statutory provisions. This does not apply to insignificant defects. Such an insignificant defect exists if the cost of rectification does not exceed five (5) percent of the order value. In this case, the customer is only entitled to a reduction in the contract price. Claims for damages are subject to Section 7.

6.7 In the case of changes to the subject matter of the contract made by the customer without Laxcel's prior consent or made by third parties on behalf of the customer, the warranty expires unless the customer can demonstrate that there is no causality between the change made and the defect that occurred. The same applies to defects resulting from customer specifications.

6.8 Furthermore, there are no warranty claims for defects caused by unsuitable or improper use, faulty commissioning, natural wear and tear, incorrect or negligent handling, excessive stress, and improper maintenance of the subject matter of the contract, as well as changes to the subject matter of the contract made by the customer or on his behalf by third parties without the express consent of Laxcel.

7. Liability

7.1 Laxcel is liable without limitation for intent and gross negligence. For simple negligence, Laxcel's liability is limited to the contract-typical foreseeable damage, provided that a duty is violated, the fulfillment of which enables the proper execution of the contract in the first place and whose observance you as the customer may regularly rely on (cardinal duty).

7.2 Laxcel is only liable for cases of initial impossibility if it was aware of the impediment to performance or the ignorance is based on gross negligence.

7.3 The above limitations or exclusions of liability do not apply in the case of fraudulent concealment of a defect, the assumption of a guarantee, and for claims under the Product Liability Act, as well as for damages resulting from the violation of life, body, or health.

7.4 To the extent that Laxcel's liability is excluded or limited, this also applies to the personal liability of its employees, workers, staff, representatives, and agents.

8. Limitation

8.1 Claims for defects and customer liability claims expire in 12 months.

8.2 For the violation of life, body, or health, for grossly negligent or intentional behavior, the culpable violation of cardinal duties within the meaning of Section 7.1, the violation of guarantees, as well as for claims under the Product Liability Act, the statutory limitation provisions apply.

8.3 The beginning of the limitation period is determined by the statutory provisions.

8.4 Any renewed commencement of the limitation period after the rectification of defects generally only refers to the parts affected by the rectification and otherwise follows the statutory provisions.

9. Data Laxcel will use the data collected from the customer in accordance with legal regulations for the execution of contracts with the customer.

10. Retention of Title

10.1 Laxcel reserves ownership of the delivered goods until all claims existing at the time of contract conclusion against the customer due to the business relationship have been fulfilled. This also applies to future claims that Laxcel acquires from the ongoing business relationship with the customer.

10.2 The customer must handle the reserved goods with care and sufficiently insure them at his own expense against fire, water, and theft damage up to their new value. Maintenance and inspection work that becomes necessary must be carried out by the buyer at his own expense in a timely manner.

10.3 In the event of the customer's culpable breach of contract, especially in the case of payment default, Laxcel is entitled to take back the subject matter of the contract. The repossession of the subject matter of the contract does not constitute a withdrawal from the contract unless Laxcel has expressly declared this in writing.

10.4 The customer is not allowed to pledge or transfer ownership of the subject matter of the contract for security before the transfer of ownership.

11. Use of Software and Documents

11.1 Insofar as software is included in the contractually agreed scope of delivery, the customer is granted a non-exclusive right to use the delivered software, including its documentation. It is provided for use on the designated delivery item. Use of the software on more than one system is prohibited.

11.2 All other rights to the software and documentation, including copies, remain with Laxcel or the software supplier.

11.3 The customer is entitled to create a backup copy if necessary to secure future use. The customer will visibly mark the created backup copy with the note "Backup Copy" and a copyright notice of the manufacturer. The customer is only entitled to decompile and reproduce the contract software if this is legally required, but only under the condition that Laxcel has not provided the customer with the necessary information within a reasonable period upon request. The customer must not make the software accessible to third parties.

11.4 Laxcel reserves property and copyright rights to samples, cost estimates, illustrations, drawings, calculations, films, templates, slides, reproductions, stencils, and other documents (collectively referred to as "documents"); they may not be made accessible to third parties by the customer or exploited by the customer for himself or for third parties without written consent from Laxcel, regardless of whether they were marked as confidential. Otherwise, Laxcel is entitled to demand compensation without prejudice to further rights.

11.5 To the extent that documents are part of the scope of delivery owed by Laxcel, the customer is granted a simple, non-exclusive right of use for use in connection with the respective goods. Use for other purposes, especially for reproduction, is expressly excluded.

11.6 Laxcel guarantees the agreed quality of the software and that the customer can use the contract software without violating the rights of third parties. The warranty for material defects does not apply to defects that result from the fact that the contract software is used in a hardware and software environment that does not meet the requirements of the software or for changes and modifications made by the customer to the software without being authorized to do so by law, this contract, or with the prior written consent of Laxcel.

11.7 The customer may only use the software on one system at a time.

11.8 If the customer acquires a multi-user license, the customer is entitled to use the software on an additional system. No additional documentation is provided for multi-user licenses.

11.9 The software may contain third-party software components. The customer is not entitled to separate individual components from the software.

12. Export

12.1 The customer undertakes to export the goods and technical information supplied by Laxcel only in compliance with the relevant export regulations and to impose the same obligation on his buyers.

12.2 The customer is responsible for all taxes, fees, and charges in connection with the provision of the service outside the Federal Republic of Germany or - if already advanced by Laxcel - must reimburse Laxcel.

13. Origin Marking Any modification of Laxcel's products, especially their labeling, which includes an indication of origin from the customer or a third party or which gives the impression that it is a product of the customer or a third party, is not permitted unless Laxcel has previously granted written consent to this.

14. Place of Performance, Jurisdiction, Applicable Law

14.1 The place of performance is the registered office of Laxcel in Grünwald.

14.2 Munich is agreed as the place of jurisdiction for all disputes arising from the business relationship. **14.3** The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.