

A.R.C. Laser GmbH – General Terms and Conditions

1. General

These general terms and conditions apply for every contract concluded between A.R.C. Laser GmbH and its customers, irrespectively if it involves deliveries or any other performance of A.R.C. Laser GmbH.

2. Contract conclusion, Offers

All contracts become legally valid through the sending of a written order confirmation or at the latest with the realization respectively the delivery of the consignment and or performance. Telephonic or verbal additions, amendments or side agreements require, in order to become legally valid, likewise our written confirmation.

The offers made by A.R.C. Laser GmbH are, unless otherwise stated, always subject to alteration and non-binding. The correction of misprints and errors, as well as deviations which are customarily or technically caused or affecting form, color and size of the products, are reserved by A.R.C. Laser GmbH. The cancellation of orders for special design is not possible.

3. Prices

All indicated prices are quoted, unless otherwise stated, in EURO additionally legal VAT. Misprints, errors and price alterations are reserved. All prices are quoted ex works Nuremberg. Cost for transportation and additional expenses have to be borne by the customer. The minimum order value is EURO 50,00 on net value of the goods.

4. Terms of Delivery

Delivery is made ex works Nuremberg, cost and risk are on customer's account. With the handing over of the goods the risk is transferred to customer. If the seller realizes the transport through own means of transportation, the risk is transferred to the customer with the departure from the stock of A.R.C. Laser GmbH. The delivery is deemed to be fulfilled as soon as the consignment has been handed over to the forwarding agency respectively to the customer. In the event of force majeure, which includes difficulties in material procurement, breakdown, strike and official directives, A.R.C. Laser GmbH does not have to substitute delays in delivery or performance also if binding deadlines and dates have been agreed. Shall delays take more than eight (8) weeks, the customer is entitled, after a reasonable respite period, in the respect of the not fulfilled integral part, to withdraw from the contract. Additional claims for damage are excluded in any case. A.R.C. Laser GmbH is expressly entitled for partial delivery and performance.

5. Terms of Payment

Unless otherwise agreed, delivery is made ex works Nuremberg. Invoices are to be settled in a lossless way for A.R.C. Laser GmbH. On delays in payment A.R.C. Laser GmbH is entitled to charge interest rates of 8 % beginning from the date of delay and to declare all outstanding

invoice amounts to be immediately due against cash payment or to demand a way of security. The buyer is not entitled to withhold payment due to warranty claims or to offset purchase price due to counterclaims.

6. Warranty

The laser systems are subjected to the legal guarantee period of 2 years. The guarantee period does not apply for optical components, electrical components, wearing parts, software, unauthorized intervention, mechanical damage, improper handling and for fibers, waveguides and knives. Warranty is granted for phaco hand pieces, which is for new hand pieces one (1) year and six (6) months for repair replacement provided that improper handling can be excluded. In a warranty case the customer receives at option of A.R.C. Laser GmbH either rework, exchange or credit note. Return shipments to A.R.C. Laser GmbH have generally to be made franco domicile on customer's risk. All emerging transportation cost are at the expense of the customer.

7. Reservation of property rights

The delivered goods remain property of A.R.C. Laser GmbH until full payment is received. In the event of a goods reclaim due to delays in payment or insolvency of the customer, A.R.C. Laser GmbH is entitled to claim possible wear, damage and loss in value. During the reservation of property rights, the customer is obliged to insure the delivered article against fire, water and breakage damages.

8. Data processing

Data resulting out of business process are being saved within the frameworks of business files and will not be passed on to third parties.

9. Partial nullity

If single provision contained in the general terms and conditions are invalid, the other provisions will not be affected. Instead of the invalid provision, the provision becomes effective, which is the closest according to the economic aspect to the invalid one.

10. Place of fulfillment/ place of jurisdiction

For both parties is the place of fulfillment and the place of jurisdiction (as far as permitted by law) Nuremberg. German law is to be applied.