

General Terms and Conditions of Business and Delivery (AGB)

Valid from July 1, 2025

1. General Provisions

All our deliveries and services are based exclusively on these General Terms and Conditions. Deviating conditions of the buyer shall apply only if expressly accepted by us in writing.

2. Conclusion of Contract

Our offers are non-binding and subject to change. Prior sale remains reserved. A contract is concluded only upon our written confirmation or by delivery and invoicing. Technical details in offers (e.g. dimensions, weight, performance) are non-binding unless expressly guaranteed in writing. Minor, reasonable deviations and production-related changes are reserved.

3. Software

For delivered software, the license terms of the respective manufacturer apply. The buyer agrees:

- not to distribute copies of the software,
- not to duplicate or make the software or documentation accessible to third parties without our written consent,
- to return all originals, copies, and documentation to us immediately upon termination of the contract.

Both parties acknowledge that software cannot be completely error-free according to the generally accepted state of technology. Errors that do not significantly impair the intended use do not constitute defects. Updates or patches may be provided free of charge or for a fee.

4. Payment Terms

Unless otherwise agreed, prices apply according to the status at the time of contract conclusion. For deliveries made more than three months after the contract date, we reserve the right to adjust prices. We are entitled to change the price at our reasonable discretion to reflect changes in the overall cost of our services. Examples of cost elements affecting the price include material shortages, general administrative and overhead costs.

Engineering services, unless agreed as a flat rate, will be invoiced based on actual time spent.

If our costs increase by more than 20%, we may demand a corresponding price adjustment. If this is refused, we are entitled to withdraw from the contract.

Payments are to be made net without deductions by the agreed due date. In the event of default, default interest of 10% p.a. or at least 3 percentage points above the base rate of the German Bundesbank will apply.

In the event of justified doubts about the buyer's creditworthiness (e.g. payment delays, returned direct debits, dishonored checks), we may demand advance payment or security, suspend deliveries, or withdraw from the contract.

5. Delivery

Delivery periods are only binding if agreed in writing. In cases of force majeure or other unforeseeable, unpreventable circumstances, agreed delivery periods will be extended accordingly.

If delivery becomes impossible due to such circumstances, our obligation to perform lapses. In case of culpable delivery delay, the buyer may claim compensation of up to 5% of the value of the affected delivery after setting a reasonable grace period.

Compliance with delivery periods requires that the buyer fulfills all obligations in a timely manner.

6. Transfer of Risk

The risk passes to the buyer upon handover of the goods to the shipping company (including postal or rail services). Upon request and at the buyer's expense, transport insurance can be arranged.

7. Retention of Title

The delivered goods remain our property until all outstanding claims have been paid in full. If payment is made by check, ownership does not transfer until the check is cleared.

Pledging or transfer by way of security of the reserved goods is not permitted. Resale in the ordinary course of business is allowed, provided the buyer assigns to us in advance the claims arising from the resale.

In the event of payment default, suspension of payment, or justified doubts about the buyer's creditworthiness, we are entitled to:

- assert our rights under § 455 BGB,
- prohibit resale,
- demand information about customers, and

- enforce directly against the customer.

The buyer is obliged to insure the reserved goods against fire, water damage, theft, and burglary and hereby assigns the insurance claims to us.

8. Warranty

In case of defects, we will, at our discretion, provide repair or replacement. The place of performance is our business location in Heilbad Heiligenstadt. If subsequent performance fails, the buyer may request a reduction in price or withdraw from the contract.

Obvious defects must be reported in writing within two weeks, hidden defects within six months. For merchants, § 377 HGB applies additionally.

The warranty is void if:

- the buyer makes or allows third parties to make unauthorized changes or repairs,
- the goods are improperly used or stored.

Assignment of warranty claims to third parties is excluded. Referral to us in the event of resale is not permitted.

9. Liability

Our liability—regardless of legal basis—is limited to intent and gross negligence. We are only liable for simple negligence in cases of breach of essential contractual obligations (cardinal duties).

Excluded are claims for:

- lost profits,
- indirect or consequential damages,
- unrealized savings.

Exception: damage caused by intentional or grossly negligent breaches or due to lack of guaranteed properties.

We are only liable for data loss if the buyer can prove regular and proper data backup and the loss was caused by our gross negligence.

10. Right of Return

A right of return exists only if expressly agreed in writing. Returns must be made in the original packaging, undamaged, and freight paid. The buyer bears all shipping and insurance costs. For software, the provisions of Section 3 apply accordingly.

11. Place of Performance, Jurisdiction, Choice of Law

Place of performance for delivery, service, and payment is Heilbad Heiligenstadt.

For all disputes arising from or in connection with this contract, including its validity, the exclusive place of jurisdiction—where legally permissible—is the District Court of Mühlhausen. The seller (intros Medical Laser GmbH) also reserves the right to sue at the buyer's place of business.

German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of German private international law.

12. Final Provisions

Should individually provisions of these terms and conditions be or become invalid, the validity of the remaining provisions remains unaffected.

Deviations and amendments must be in writing. This also applies to changes to this written form requirement.

The buyer agrees that we may process their data collected in the course of the business relationship for our own business purposes in accordance with the GDPR.

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