

General terms and conditions of delivery of Lion Laser Systems BV based in Breda.

1. Applicable law.

All agreements by or with Lion Laser Systems BV are governed by Dutch law.

2. General

- a. These conditions apply to all offers, sales, deliveries and services of Lion Laser Systems BV with third parties.
- b. All assignments and orders placed by Lion Laser Systems BV with third parties also fall within the scope of these conditions, unless agreed otherwise.
- c. Third-party terms and conditions will only apply to an agreement concluded by such third party with Lion Laser Systems BV if Lion Laser Systems BV has acknowledged and confirmed these terms and conditions in writing.

3. Assignment

Lion Laser Systems BV considers an order to be binding if it has been confirmed by Lion Laser Systems BV in writing.

4. Retention of title

- a. All goods delivered by Lion Laser Systems BV shall remain the property of Lion Laser Systems BV until the entire agreed price has been paid by the customer.
- b. All goods provided by Lion Laser Systems BV, as agreed through a lease agreement, shall remain the property of Lion Laser Systems BV, even after the lease agreement expires.

5. Production

- a. Lion Laser Productions is a trade name of Lion Laser Systems BV
- b. In serial production of laser processing, a proof will be made if required and presented to the client for approval. If the client waives a proof, the risk of errors or deviations in the result shall be borne by the client.

6. Liability

- a. The goods and installations delivered by Lion Laser Systems BV are for the customer's risk as from acceptance by the customer. Lion Laser Systems BV shall never be liable for any damage to or caused by goods or installations placed at the customer's premises.
- b. The customer is also liable upon acceptance for damage to or decrease in the value of goods or installations delivered or on loan, which are the property of Lion Laser Systems BV.
- c. Lion Laser Systems BV's liability is limited to the invoiced amounts relating to what the liability concerns.
- d. If lease agreements are made through an external financial institution, Lion Laser Systems BV will not bear any claim or responsibility for the financial part.

7. Copyright

- a. Designs created or developed by Lion Laser Systems BV remain the property of Lion Laser Systems BV at all times.
- b. The consequences of infringement of third-party copyrights by designs supplied by the customer are at the customer's expense and risk.

8. Delivery

- a. Delivery is made from the premises of Lion Laser Systems BV.
- b. Costs for transport will be charged to the client.
- c. Delivery will take place only after receipt of an offer signed for approval by the client.
- d. Where delivery is made in parts, each delivery will be considered a separate transaction.
- e. Non-payment by the customer of a partial delivery shall suspend Lion Laser Systems BV's obligation to proceed to delivery of a subsequent part.
- f. Lion Laser Systems BV is not obliged to deliver if it is prevented from doing so due to force majeure.

9. Delivery time

- a. The specified delivery time starts on the date of payment of the first invoice from Lion Laser Systems .
- b. All delivery times and further agreements concerning delivery are stated by Lion Laser Systems BV to the best of its knowledge; a delivery time stated by Lion Laser Systems BV shall be considered a target date.
- c. Exceeding the delivery time by Lion Laser Systems BV does not oblige Lion Laser Systems BV to pay any damages.



10. Lease

- a. Machine maintenance is part of a lease agreement. The conditions regarding maintenance apply to all leasing agreements.
- b. The term of a lease agreement is laid down in writing. If no term is mentioned, it is 36 months by default.
- c. The customer must indicate in writing three months before the lease agreement expires whether the agreement will be extended and whether there is interest in purchasing the machine in its current state. If this is not reported on time, Lion Laser Systems BV cannot give any guarantee for continuation of the lease agreement or purchase of the machine.
- d. The customer insures against all external calamities that may cause damage to the machine, including matters such as operating errors. If damage occurs, the insurer must pay out to Lion Laser Systems BV to repair the machine or to compensate for the loss.

11. Machinery maintenance

- a. The customer is obliged to the installation in optimal operating condition. He is obliged to have maintenance work carried out as prescribed by Lion Laser Systems BV.
- b. The performance of first-line maintenance is at the expense and responsibility of the Principal; this includes: All lubrication and cleaning work and simple adjustments, except where specialised tools are required there.
- c. All installations contracted by Lion Laser Systems BV will undergo one or more maintenance intervals per calendar year according to intensity of use, to be carried out by Lion Laser Systems BV.
- d. The machine should be fully available for the during that work. There should be a clearance of at least 50 cm around the machine for carrying out maintenance work.
- e. The term of maintenance contracts is one calendar year in the case of a purchased machine and of a lease agreement equal to the term of the lease.
- f. Maintenance contracts are tacitly renewed annually. Notice of termination must be given in writing at least one month before .

12. Price

- a. Unless stated otherwise, a quotation by Lion Laser Systems BV has a maximum validity of two months. This price may be increased by Lion Laser Systems BV during these two months as result of external factors such as increased taxes, transport costs, exchange rate changes, price increases by suppliers, etc.
- b. Subject to the aforementioned, the maintenance contract price is agreed for the term of the contract and only be subject to increase by the annual cost indexation.
- c. Lion Laser Systems BV cannot be held to its quotation if the customer reasonably understand that the price contains an obvious mistake or clerical error.
- d. Interim changes, adjustments or additions to the assignment must be recorded in writing and may additional costs.
- e. Travel time and costs and materials used outside the warranty will be charged per visit in addition to the maintenance fee per machine.
- f. During the term of the maintenance contract, the client is entitled to 10% discount on machine parts. Accessories, filters and laser paste are excluded.

13. Payment terms

- a. Invoices must be paid within 30 days of the date on the invoice.
- b. Unless expressly otherwise in writing, payment for purchased machinery shall be made as follows: 50 % of the total sum upon order,
50 % of the total sum for delivery
- c. Preventive maintenance is invoiced in advance per calendar year or part thereof.
- d. With the first payment of the lease agreement, a deposit of one times the quarterly amount must be . Payment of the lease is made quarterly with a payment term of 30 days.
- e. If a customer remains in default of payment, Lion Laser Systems BV is entitled to charge interest of 1% per month on the amount due, calculated from the date on which payment should have been made at the latest.
- f. In addition to this penalty interest, Lion Laser Systems BV is also entitled to increase the amount due with collection costs. These collection costs are set at a minimum of 15% of the amount due, with a minimum of € 750.
- g. If the payment term of a lease agreement has expired, Lion Laser Systems BV is entitled to deactivate the machine. The machine will be reactivated by Lion Laser Systems BV after payment of the outstanding amounts. For this purpose, a track & trace system may be present in the machine.



- h. Objections to the amount of the invoice do not the payment obligation.
- i. The customer in default of payment shall be obliged to put the goods already delivered at the disposal of Lion Laser Systems BV on the first demand, without any reservation.
- j. Any collection, transport and other costs incurred shall be borne entirely by the client.

14. Warranty

Machines supplied

- a. Unless otherwise agreed, Lion Laser Systems BV guarantees the proper of the equipment it supplies for a period of one year. Optical defects and/or corrosion are not covered by the warranty, nor are defects that have little or no effect on proper functioning.
- b. Travel time and costs, including during warranty periods, will be charged to the client at the applicable rates.
- c. If indicated on Lion Laser Systems BV's signed quotation, a longer warranty period may be agreed. This guarantee applies subject to the following conditions
 - i. The warranty is valid only for manufacturing defects.
 - ii. The warranty is only valid for the first owner and is not transferable.
 - iii. All machine repair and maintenance is by Lion Laser Systems BV, which includes a warranty maintenance plan with annual maintenance.
 - iv. The following are from the warranty: parts to normal wear and tear or optical defects, software problems, accessories such as filter units and computers, damage caused by use outside a temperature of between 10 and 35 °C and defects that have little or no effect on proper functioning.
- d. The warranty is void if any motion sensors and/or tracking devices in the are disabled or removed within the warranty period.
- e. The warranty becomes invalid in the event of improper use, faulty or no maintenance, normal or non-normal wear and tear, damage caused by the customer or third parties, repair and maintenance parties other than Lion Laser Systems BV, more than 1500 production hours the purchased or leased machine, an impact load greater than 10G or if the expected lifetime of (parts of) the product is exceeded. For a 5-year warranty period, a maximum of 5,000 production hours applies.

Laser production delivered

- f. Any defects in the base material and/or corrosion are not covered by the warranty.

General

- g. A claim under the warranty can furthermore only be made if the customer notifies Lion Laser Systems BV of the defects as soon as possible after discovery thereof and Lion Laser Systems BV is given the opportunity to remedy the defects.
- h. Lion Laser Systems BV will do its best to remedy notified defects as soon as possible. However, it shall never be liable for any compensation caused by the non-functioning of the delivered goods.

15. Advertisement

- a. Complaints of any significance about goods or services delivered by Lion Laser Systems BV must be made known to Lion Laser Systems BV by registered letter within eight days.
- b. Only functional differences between designs, images, versions, measurements and all other specifications and quality statements on the one hand and the actual performance of the delivered goods on the other entitle the customer to repair, insofar as Lion Laser Systems BV can at least be blamed for said functional differences.
- c. For laser processed products, this entitles the customer to repair the processing or to a new, replacement processing, insofar as Lion Laser Productions can at least be blamed for said functional differences.
- d. The failure of operations by a purchased or leased machine is never grounds for complaints or claims for damages of any kind.
- e. If the client offers Lion Laser Productions a product for processing of an inferior material quality, or of a material that is not clearly defined, or with an incorrect material description, or if a material is offered whose machinability with laser technology unknown, the risk of failure of both the product and the processing shall be borne by the client.

Latest version of these terms and conditions: drawn up in Breda, 21-10-2016

