

## General terms and conditions for service

LPKF Laser & Electronics AG including all affiliated companies in the global LPKF Group (hereinafter referred to as "LPKF")

### 1. Scope of application

1.1 These general terms and conditions for service apply for contracts between the customer and LPKF and refer to periodical tests and maintenance work for LPKF systems (objects of contract), or to one-time tests and other maintenance jobs including repairs and the modification of contract objects (service contracts). The general terms and conditions for service do not apply for sales or purchases of products, for which the LPKF terms and conditions for production, delivery, and/or purchase are valid.

1.2 These general terms and conditions for service only apply for service contracts in the sense of 1.1 that LPKF executes for companies according to § 14 German Civil Code as well as legal persons under public law or special funds under public law.

1.3 The agreements made in the service contracts take priority over these general terms and conditions for service.

1.4 All services and quotes are solely based on these general terms and conditions for service. They also apply for all future services and quotes even if they are not agreed again separately. General terms and conditions, especially purchase conditions of the customer that disagree with these general terms and conditions for service, only apply if and to the extent that LPKF has given written approval.

### 2. Conclusion of contract

A service contract is concluded by signing it, with the written confirmation of the order by LPKF, or by performing the service.

### 3. Specification of services and performance

3.1 The scope of service results from the relevant service contract. Unless expressly agreed, the services do not include any promises for reaction times, machine availability, contact availability, or availability of replacement and only apply for the Federal Republic of Germany.

3.2 LPKF performs the contractual service by appropriately qualified personnel. If specific competences, expertise, or qualifications are required, the parties agree on these in the relevant service contract separately. LPKF provides the tools that are required for the service. LPKF documents the performed service in proper form and in compliance with statutory and other regulations, if applicable.

3.3 When performing the service, LPKF complies with the generally recognized testing methods as well as the relevant statutory, and other regulations, including the regulations of the occupational insurance association. The remuneration agreed on in the service contracts can be adjusted according to reasonably exercised discretion if the statutory requirements are met (§315 German Civil Code). In particular, expenses for changed requirements of the service effort, the personnel, and/or employed tools or new tools are taken into account by LPKF.

3.4 LPKF reserves the right to replace the components used by components of the same or better quality.

### 4. Scheduled dates and times

4.1. The customer coordinates the dates for the services to be performed early enough with LPKF. Scheduled dates are only binding if these are confirmed explicitly and in written form by LPKF.

4.2 LPKF performs the services during normal LPKF working hours, unless the parties have agreed something else in the service contract. Services performed by LPKF outside the normal working hours have to be paid with the applicable surcharges. Public holidays of the Federal Republic of Germany and the states of Lower Saxony, Thuringia, and Bavaria - as far as concerned -are not considered as normal working time.

## 5. Obligations of the customer

5.1 The customer names a contact person for LPKF who is responsible for coordinating services for his/her company. The customer is obliged to grant free access to the objects of contract that are in testable or serviceable condition, to ensure that the LPKF service personnel can work at the system without spatial restrictions, and to provide resources such as electric power, compressed air, and water including compatible connections and if necessary a proper work place with the required equipment at his/her own expense. He/She informs LPKF about the system and provides the required documents about the object of contract. The customer is obliged to provide technical assistance free of charge, especially to provide German-speaking or English-speaking help, and ensures that the service personnel of LPKF can start and conclude the service tasks without interruption. If an object of contract is classified as "Laser class 4", the customer is obliged to ensure that barriers, personal protective equipment and laser safety devices according to the BGV B2 (occupational health and safety regulations) are present in the area of the system for the time of service.

5.2 The customer has to provide for adequate safety precautions and has to instruct the service personnel on existing in-house safety regulations - as required. The customer is obliged to assist the maintenance personnel of LPKF in performing the maintenance work, if necessary, and also to dispose of operating materials and lubricants used as well as wear parts and/or consumables on his/her own expense, according to the current laws and local regulations.

5.3 The customer remains responsible for (possibly) required maintenance, cleaning, and checking the contract objects on a regular basis, if these tasks have not been transferred to LPKF by the service contract. This includes adequate measures according to the current state of the art to prevent the software of the objects of contract from being penetrated by viruses and/or malware. Furthermore, the customer has to document any damage, faults, viruses/malware, as well as any other abnormal operation incidents of the contract objects and has to inform LPKF in good time before performance of the service. This also applies to changes of the contract objects such as upgrades, partial replacements, relocations, etc. If these changes have an impact on the service to be provided, LPKF is entitled to adjust the agreed remuneration according to 3.4 para. 2 page 2.

## 6. Additional obligations to cooperate for existing remote maintenance contracts

6.1 If remote maintenance is to be performed, the required software (incl. current antivirus software) and hardware have to be provided by the customer on his/her own expense. If the telephone line or the telephone extension is faulty and LPKF cannot receive data, or only insufficiently, LPKF is exempted from performing the agreed services. This also applies when the data quality makes it impossible for LPKF to provide the services. In these cases, LPKF informs the customer about the faulty telephone line and telephone extension.

6.2 The specified technical equipment as well as the required communication ports have to be provided and kept in proper working order by the customer. The services are based on the data transmission technology, especially on the means of data transmission, as existing at the time of conclusion of the contract. If required, these are adapted to technical progress. Resulting costs have to be paid by the customer, unless the technical improvement is only relevant for LPKF.

6.3 Modifications of the technical environment made by the customer that affect the remote maintenance service have to be communicated in advance and coordinated if necessary. When detecting, localizing, reporting and describing faults, the customer has to follow the instructions by LPKF.

6.4 The customer is obliged to provide personnel for the telephone support who are technically trained and have language skills. LPKF is only obliged to respond to comprehensible and meaningful fault reports that have to be sent via email by the customer using a fully completed fault report form. The fault report form is attached to the service contract. In case of fault reports or questions - if more information is required - the customer will provide further information and documents to LPKF.

6.5 In cases, where the remote maintenance can cause risks for injuries or property damage, the customer has to fulfill his/her duty of supervision and confirm that the intended measures can be executed safely (confirmation). If not each contract object can be confirmed on site, a reliable protection against injuries and property damage has to be provided by the customer.

6.6 The customer has to ensure specifically that no hazard can arise from performance of the service to persons who are on site. The LPKF personnel execute the service tasks on their own responsibility.

## 7. Remuneration

7.1 The services of LPKF are remunerated according to the agreements concluded. Unless otherwise agreed, the required labor costs for providing the service as well as the costs for providing the tools and creating the documentations according to paragraph 3.3 page 1 and 3 are included in the remuneration. Costs for travel and travel times and other extra costs are excluded. If the customer has not fulfilled his/her obligations according to paragraph 5.3, LPKF is entitled to charge remunerations for increased maintenance times.

The agreed prices are understood to be net and fixed prices. The sales tax is added to the agreed remuneration, it is calculated for the rate valid at the date and the location of the arising tax liability. Unless agreed otherwise, LPKF will issue an invoice after the provided service. It is due immediately after receipt and without deduction. In case the customer is in default with the payment, LPKF is entitled to refuse service and to terminate the existing service contracts for cause.

7.3 Modifications and conversions of the contract objects do not apply as service. These have to be ordered separately by the customer and remunerated according to the actual expenses. The same applies in case of correcting deviations of specifications or troubleshooting malfunctions, that - according to LPKF - result from external force, other unpredictable effects, improper handling, modification of the software, software environment and hardware or non-observance of the installation requirements, maintenance requirements, and ambient conditions specified by LPKF. In these cases, LPKF offers the required measures to restore the functionality of the contract object, after checking. In these cases, the parties have to develop a common approach and the required steps. The customer's obligation to pay remuneration remains unaffected.

## 8. Claims for defects

8.1 LPKF executes the contractual services properly and according to the state-of-the-art technology and guarantees that these are without defects. This does not constitute a warranty that all defects and damage of the contract object will be diagnosed and repaired as covered by the service, neither a guarantee for proper function of the contract object. If an LPKF-provided service does not meet the requirements of the contract or the present state-of-the art, or is defective, LPKF will correct or repair it (cure) at their discretion and free of charge. This also applies, if the parts used for the service are defective.

If a cure is not reasonably possible anymore, or if the customer proves that a cure is an unreasonable burden, the customer can demand a partial reduction of remuneration instead of cure. According to the amount of reduction, each party has the right to ask for the judgment of an officially appointed and sworn expert who is appointed by the Chamber of Industry and Commerce of Hannover-Hildesheim, whose judgment is binding for the parties.

8.2 If LPKF is not fulfilling their cure obligations according to paragraph 8.1, the customer is entitled to terminate the service contract after expiry of a reasonable deadline, to rescind the service contract if continuation cannot be expected of him/her any longer due to the seriousness of the infringement, or to reduce the remuneration in compliance with the relevant statutory regulations. These rights also apply if the cure fails. However, he/she has to afford LPKF the opportunity for successful cure twice.

8.3 The legal right for self-help only applies for the customer in cases where the operational safety of the contract object is at risk or for preventing substantial damage. Claims for damages as well as claims for futile expenses due to material and legal defects are excluded, unless LPKF is liable according to the terms in paragraph 9.

## 9. Liability

9.1 For damages and futile expenses regardless of their type, especially for damage that has not affected the contract object, that result from late performance of service, or because of infringement of the obligations to provide advice and information, LPKF is liable - on whatever legal ground - towards the customer only in case of intent, gross negligence, in the event of culpable injury to life, body, and health, in case of defects that have been maliciously concealed, and within the scope of a guarantee.

In the event of violation of the contract that endangers attainment of the contractual purpose (violation of a so-called essential contractual obligation), LPKF is also liable for damages from ordinary negligence but only limited to damages that are contract-typical and reasonably foreseeable. Further claims for damages as well as claims for futile expenses of the customer are excluded.

9.2 If LPKF is in default of performing the service, the customer has to allow a reasonable extension of 24 hours for performing the service. Only if this extension is exceeded, the customer is entitled to withdraw from the contract and demand damages for non-performance. Possible claims for damages due to default are limited to 0.5 % of the annual remuneration, for the calendar year in which the default occurs, per each started calendar week of the default and to a maximum of the contract value.

9.3 Within the LPKF Group, only the contractual partner of the customer is liable. Transfer of the liability to other subsidiaries is excluded.

9.4 For claims referring to the Product Liability Act or for other claims LPKF is liable towards the customer or third parties, the terms of paragraph 8.1 do not apply. Only the relevant legal provision applies.

## 10. Limitation of claims

10.1 Claims for poor service within the meaning of paragraphs 7.1 to 7.3 are subject to a twelve-month limitation. The limitation period commences with the beginning of the acceptance of the service by the customer and ends in case of an unreasonably denied acceptance 15 months after performance of the service at the latest.

10.2 For other claims, especially claims for damages as well as claims for futile expenses according to paragraph 8, the legal provisions apply.

## 11. Final provisions

11.1 LPKF is entitled to transfer rights and duties to other organizations within the LPKF Group or to authorized third parties (service providers). The customer can only transfer the rights and duties of this contract to a third party with the approval of LPKF. If the customer transfers the contract object to a third party, LPKF will only refuse the approval for an important reason.

11.2 If force majeure is the reason for a disruption of the service, the parties of the relevant service contract are exempted from their obligations for the time of disruption. If the service is permanently discontinued due to a case of force majeure, the parties are allowed to terminate the relevant service contract. Claims for damages are excluded. Especially the following events shall be deemed to be force majeure: War, orders from higher authorities, sabotage, strikes, lockouts, natural disasters, geological changes and effects. Each party is obliged to inform the other party immediately with all details in case of the occurrence of force majeure. Furthermore, the parties have to consult with each other about proper measures to be taken.

11.3 LPKF is entitled to save and process data that arise from the business relationship with the customer in compliance with legal provisions, especially the Federal Data Protection Act. LPKF is also entitled to transfer these data to service providers.

11.4 The parties are obliged to treat information and documents from this contract confidential, especially exchanged data and information on product secrets and product-related data, to use them only for contractually agreed services and to make them accessible to a third party only if it is necessary for contract implementation, and to oblige their employees to secrecy appropriately.

11.5 LPKF is entitled to use information and data that have been received in the course of the service about state and condition for improving products and services as well as recommendations for further use of the contract objects. This does not apply to information and data regarding production secrets and know-how of the customer or that are otherwise worthy of protection by the company.

11.6 Any amendment, modification and termination of the service contracts must be made in writing. When concluding a service contract, previous contracts with the same content are rescinded. If one or more provisions of the terms and conditions for service are completely or partially invalid, the effectiveness of other provisions remains unaffected.

11.7 The place of jurisdiction is at the discretion of LPKF either the district court Hanover, at the site of the customer or at the place of performance for the service. These general terms and conditions for service and the individual service contracts are governed by German law under the conditions of CISG and the referral regulations of the Private International Law.

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**LPKF Laser & Electronics AG**