



General Terms and Conditions
for Repairs, Assemblies, Revisions, and Inspections
As of 1/1/2018

1. General Provisions

(1) Unless otherwise agreed, all repairs, revisions, and inspections (hereinafter referred to as "repairs") and the purchase of used spare parts (replacement) shall be exclusively governed by these conditions.

Deviating or supplementary conditions of the customer as well as side agreements are only binding if they are confirmed in writing by the contractor.

(2) Excluded from these General Terms and Conditions are warranty claims and claims arising from a maintenance and service agreement concluded with the customer.

(3) Insofar as the contract concluded with the customer also includes the deliveries of new spare parts and components, the "General Sales and Payment Conditions" of the contractor in their currently valid version apply (available at www.alphalaser.de).

2. Cost Estimate

(1) The client may order immediate repair of the device or request a cost estimate first.

(2) If a cost estimate is ordered initially but an order for repair is not issued within a reasonable period of time, it is not required to return the examined item to its original condition if doing so is technically or economically unfeasible. In this case, the client bears the costs for returning the device to its original condition.

The client is advised that it is necessary to open the device in order to provide a cost estimate.

(3) Cost estimates are not binding, unless expressly agreed otherwise in writing.



3. Performance of Repairs (Repairs, Modifications, Revisions, Inspections)

(1) If the repair takes place at the contractor's facility, the client is required to send the item of repair to the contractor in due time at his own expense and risk.

(2) All returns must be accompanied by an RMA certificate (Return Material Authorization). The customer can request this return delivery certificate from the contractor.

(3) The repairs will be carried out carefully, taking into account the tasks specified at the time of placing the order. However, the contractor reserves the right to carry out additional work not specified when placing the order if doing so is deemed necessary for the purpose of achieving full serviceability of the item or in order to carry out the repair.

(4) If the client asserts a warranty claim, then this does not constitute an offer to conclude a repair order. If there is no warranty claim, the client will be informed immediately. The client is then free to issue a repair order. Otherwise, the client will be prompted to pick up the unrepaired device.

4. Storage and Shipping of Accepted Repair Items

(1) The contractor shall be liable for damage or the destruction of the received repair equipment equally to the way he generally treats his own affairs.

(2) After repair, the items will be returned to the client at the client's own expense and risk.

(3) If the return is delayed due to a circumstance that is caused by the client (e.g., picking up instead of shipping) or if the order is sent at a later time than the agreed completion date at the request of the customer, the client bears the risk from the day of notification that the equipment is ready for shipment. The contractor stores the items at the expense and risk of the client for a maximum of one month.

5. Costs

(1) The fees apply from the location at which the repairs are carried out, excluding packaging and shipping costs.



(2) The fees are calculated based on the time, effort, and material costs at the contractor's respective charge and allowance rates as well as incidental rate, unless a flat fee price is agreed (see in particular Section 6).

Invoices are due net immediately upon receipt of the invoice, unless otherwise agreed.

(3) The client is obliged to pay the charged fee even if it exceeds the binding cost estimate by up to 20%.

6. Flat Fee System for the Repair of Power Supplies

(1) To speed up the restoration of power supply defects, the contractor offers the option of purchasing an overhauled and used replacement power supply (similar age). The costs are based on a flat fee system, tiered by the age (serial number) of the power supply.

Power supplies are subject to high voltage (life-threatening voltage of the capacitor bank) and may only be opened and/or repaired by trained personnel.

The offered flat fee prices are tiered by serial number and divided into four age groups. The power supply serial numbers are allocated to the flat fee prices on January 1st of each year and are valid until the end of said year. The updated flat fee price list can be requested from the contractor.

(2) Not included in the flat fee pricing system are the capacitor banks located inside the power supply. With these types of device defects, a cost estimate for the repair must be created.

(3) If the power supply was damaged by external factors, such as water or overvoltage, the highest flat fee price may be charged regardless of the age of the power supply. However, an intact capacitor bank is required in this case.

(4) If a power supply unit is returned incomplete or assembled from parts of several power supply units due to repair attempts by the client, a cost estimate will be created first based on the effort required for the repair.

(5) Devices older than 10 years are no longer repaired and settled for a flat fee price. It is recommended to replace these devices with used power supplies. Power supply repairs are subject to preparing a cost estimate.



(6) The cost estimate is subject to a fee of €200 plus VAT, if so agreed. If a repair is ordered, this amount will be offset against the repair costs.

7. Inspection Flat Fee

(1) An inspection flat fee of €200 will be charged for replacement power supplies that are returned unused to the contractor or for power supplies where no fault could be detected.

(2) Circuit boards in their original packing will be accepted without an inspection flat fee. If the packaging is opened, an inspection flat fee of €45 plus VAT will be charged per circuit board, plus any applicable repair costs.

8. Duration

(1) Dates and deadlines for carrying out the repairs are only binding if they have been expressly confirmed as binding by the contractor.

(2) If any failure to meet dates or deadlines is proven to be due to mobilization, war, strike, lockout, improper or delayed delivery by suppliers or the occurrence of unforeseen impediments beyond the contractor's control, and in particular if the work is more extensive than initially expected, the dates and deadlines are extended accordingly.

(3) Otherwise, the client's right to withdraw from the repair order remains unaffected after fruitless expiry of a reasonable grace period granted to the contractor.

9. Warranty and Liability

(1) If the contractor performs a contractual service inadequately, the client may initially only request gratuitous supplementary performance, particularly the elimination of the defect.

If the contractor fails to render the supplementary performance or fails for other reasons, the client can reduce the remuneration under the legal requirements or terminate the contract. The client is only entitled to self-remedy if the system's operational safety is at risk and if considerable damage is averted as a result.



(2) The contractor is only liable - for whatever legal reason - when the damage
a) was caused by culpable violation of an essential contractual obligation (cardinal obligation) in a manner jeopardizing the achievement of the purpose of the contract, or
b) is due to gross negligence or intent.

(3) If the contractor is liable in accordance with paragraph 2 a) for the breach of a contractual obligation without gross negligence or intent, the liability shall be limited to the extent of damage that could be typically expected at the time the contract is concluded due to the circumstances known at that time, and it is limited to three times the net amount of the performance causing the damage. Incidentally, liability for slight negligence is excluded. This limitation of liability also applies to the legal representatives, employees, salaried employees and vicarious agents of the contractor.

(4) In all cases, the contractor is not liable for indirect damage, damage caused by a defective product, loss of production, etc. or loss of profit.

(5) Claims for defects arising from this contract are subject to the statute of limitations after one year, starting from the date of the respective and completed service rendered.

Obvious defects must be reported by the customer immediately and within one week at the latest. Other defects are to be reported immediately upon discovery. The notification must be made in writing. The liability for defects is void for defects that are not reported in time.

(6) The parts replaced in the course of fulfilling this warranty obligation shall become the property of the contractor upon removal.

(7) The no-fault liability, e.g., according to the product liability law, shall remain unaffected.

10. Lien, Failure to Pick Up, and Retention of Title

(1) The client orders a lien for the contractor for the claims arising from the contract regarding the handed over item in connection with the execution of the contract. The lien also extends to claims from previous contracts for the repair of the item or the preparation of a cost estimate for the repair of the equipment. The lien arises even if the item does not belong to the client and the contractor was not aware of this fact.



(2) If the client fails to pick up the item or refuses to accept the shipped item, he will be requested again in writing by the contractor to pick it up within one month or to ask for a repeated shipment at his expense. If the deadline expires without resolution, the contractor will threaten the sale of the item by referencing the claim due to him. The contractor is entitled to sell the item after expiry of one month after the threat of sale.

(3) Insofar as built-in accessories, spare parts, and aggregates have not become essential components of the contractual item, the contractor retains ownership until full and unimpeachable payment has been made.

11. Final Provisions

(1) The contract is subject to the laws of the Federal Republic of Germany.

(2) The place of fulfillment and jurisdiction is the place of business of the contractor, insofar as legally permissible.

However, the contractor is entitled to sue the client at his place of residence.