1. General terms, scope, written form

1.1 These General Terms and Conditions of Sale and Delivery apply to all deliveries of goods by Z-LASER in the sense of Section 449 of the German Civil Code (BGB). Z-LASER reserves the right to establish and assert higher damages resulting from default.

1.2 Any amendments or supplements to these General Terms and Conditions do not partake of the contract even if Z-LASER does not object.

2. Contract conclusion and terms

2.1 No contract is concluded until Z-LASER has confirmed the order in writing. The terms of the contract are governed exclusively by the contents of the order confirmation and these terms and conditions. Individual agreements can only be made in writing. A written contract is required to modify the scope of the contract established by the order confirmation.

2.2 Legally material declarations and notifications (e.g. rescission, reduction in price or notification of defects) can only be addressed to the customer after conclusion of the contract by means of written communication in order to be effective.

2.3 References to the application of provisions of law are solely for purposes of clarification. Relevant statutory provisions remain in effect to the extent that they are not modified or excluded in these General Terms and Conditions of Sale and Delivery.

3. Description of goods, offer documents, right of modification

3.1 The descriptions and illustrations of materials provided to the customer by Z-LASER, as well as information describing the product, are in no case to be understood as a guarantee for a specific quality of the respective product to be delivered. Any such guarantee must be expressly agreed in writing.

3.2 Unless otherwise agreed, samples will only be supplied in exchange for payment.

3.3 The goods always have property rights of Z-LASER, regardless of whether or not the customer holds property rights, if any, to the documents and other items supplied to the customer, including without limitation cost estimates, drawings, models, samples and samples. The documents referred to above may not be disclosed to third parties even after termination of the contract. The foregoing non-disclosure obligation shall not expire until and to the extent that the know-how contained in any documents provided has become generally known.

3.4 The customer must inform Z-LASER of any changes in the customer's information (e.g. name, address, bank account number) as soon as possible. The customer provides documents or other objects it has received to a third party without authorisation.

3.5 Z-LASER reserves the right to revoke authorisation for non-payment, to modify the scope of the contract and to discontinue individual deliveries if the customer's financial condition has deteriorated or is imminent. If the deterioration and appearance are not modified as a result and it may be reasonably assumed that the change will be accepted by the buyer. All extensive changes require the consent of the customer.

4. Prices, terms of payment, default and payment

4.1 The prices stated in Z-LASER's order confirmation are binding. Unless otherwise agreed, such prices are stated ex works plus the applicable statutory value added tax. Freight and packaging costs, customs duties, taxes, fees, value-added tax, any other taxes and duties and any other costs and charges that are not included in the quotation are to be paid by the customer. 

4.2 Z-LASER reserves the right to charge interest on overdue payments at 4.5% above the basic rate of interest or at a reasonable rate of interest, if no agreement to the contrary has been reached by the parties, for any such price increase must be warranted as a result of the change in the pricing factors concerned and are based on changes in pricing factors occurring after conclusion of the contract. The amount of such price increase is limited to 0.75% of the value of the delivery/performance for each full week of the delay, limited however to the respective amount owed by Z-LASER to the customer.

4.3 All invoices are to be paid within ten days of receipt of the goods without deduction. After expiry of this period, the customer shall bear the interest costs of Z-LASER. The interest costs are to be calculated on the amount owed at 8% above the base rate during any period of default. Z-LASER reserves the right to establish and assert higher damages resulting from default.

4.4 Z-LASER does not accept any other terms of payment or prepayment.

4.5 Cheques and bills of exchange are only accepted as conditional payment and shall not be deemed payment until they have been unconditionally credited to the account of Z-LASER and are recognised as such by Z-LASER. Differences and any losses suffered by Z-LASER as a result of bank costs or any other charges incurred by the bank in connection with such payment shall be borne by the customer.

4.6 If the customer does not comply with the contract within an appropriate period after the expiration of the contract in the case of non-payment, the customer is additionally obligated to pay a service charge as well as plus statutory value-added-tax, shall be borne by the customer.

4.7 Z-LASER reserves the right to exclude the customer from any payment arrangements if the customer is in default of payment. The customer must immediately inform Z-LASER when the period owed at 8% above the base rate during any period of default. Z-LASER reserves the right to establish and assert further damages resulting from default.

4.8 The customer shall only have a right of offset, or may only assert a right of retention, to the extent that their claims have been legally-established or recognised by Z-LASER and to the extent that they are due and payable to the customer.

4.9 Unless otherwise agreed, payments received by Z-LASER from the customer shall be applied to their obligations in the order of maturity as provided in Section 4.3.

5. Delivery, delay in delivery, disposal

5.1 Delivery is only binding if they have been expressly confirmed in writing by Z-LASER. Delivery periods commence on the date of the order confirmation, but not before all technical and other details of the contract have been clarified, all necessary documents, approvals, releases have been issued or the customer has otherwise complied. Payment and delivery periods can be extended if Z-LASER has concluded a congruent cover transaction.

5.2 Partial performance and partial deliveries are permitted to a reasonable extent. Z-LASER may demand advance payments in such cases.

5.3 If Z-LASER is in default of delivery or performance as a result of simple negligence, damages due to delay in delivery or performance shall be limited to 15% of the value of the delivery/performance. Any more extensive statutory liability remains unaffected.

5.4 If Z-LASER is in default of delivery or performance as a result of simple negligence, damages due to delay in delivery or performance shall be limited to 15% of the value of the delivery/performance. Any more extensive statutory liability remains unaffected.

6. Shipment and passage of risk

6.1 Delivery shall be ex works which likewise represents the place of performance. Goods will be shipped at the customer's request and expense. Unless otherwise agreed, Z-LASER selects the shipping route and mode of transportation.

6.2 At the latest, the risk of accidental loss and accidental deterioration of the goods passes to the customer if Z-LASER has delivered the goods to the carrier. This shall also apply in the case of partial deliveries and/or for the costs of transport or the costs of storage. The risk of accidental loss or accidental deterioration during delivery is as of the time that the goods are actually received by the customer.

6.3 If shipment of the goods or acceptance is delayed due to the fault of the customer, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer if Z-LASER is not responsible for such failure. Goods must be accepted promptly on the acceptance date or alternatively after notification by Z-LASER that the goods are ready for acceptance. Goods shall be considered to have been delivered if the customer is in default of acceptance.

6.4 Transport insurance shall only be purchased at the customer's request and expense.

6.5 If delivery shall only be made to the place of destination as defined here, the risk of accidental loss or accidental deterioration of the goods will pass to the customer if the goods are actually received by Z-LASER.

6.6 In the event of gross negligence on the part of its legal representatives and vicarious agents.

7. Retention of title

7.1 Z-LASER retains title to all goods delivered by it (goods subject to retained title) until all obligations resulting from the contract are fulfilled. Z-LASER shall not be obliged to take part in any process of transfer or conveyance of the goods to the buyer unless it is in possession of the goods.

7.2 Goods subject to retained title may be processed and treated on behalf of Z-LASER without Z-LASER incurring any liabilities as a result. If the customer combines the goods with other material, the parties agree that Z-LASER's property rights in the new object or proportion to the value of the goods delivered by and that of the other objects subject to title retention will not be used after this combination.

7.3 The customer shall not assign the goods subject to retained title in the ordinary course of business. However, the customer is not entitled to pledge goods subject to retained title, assign them by way of security or otherwise dispose of them in such a way as to endanger Z-LASER's property rights in the goods subject to title retention.

7.4 Z-LASER may revoke this authorisation, as well as the right to resell, if the customer is in default of material obligations such as payments to Z-LASER, in the event of revocation, Z-LASER shall be entitled to collect respective claims itself.

8. Notice of defects, warranty rights, liability, limitations period

8.1 The customer shall inspect the products delivered immediately after their delivery to the customer and inform Z-LASER in writing of any defects of which it becomes aware in the course of an appropriate period of time.

8.2 Z-LASER reserves the right to revoke the warranty in the event of any such price increase must be warranted as a result of the change in the pricing factors concerned and are based on changes in pricing factors occurring after conclusion of the contract. The amount of such price increase is limited to 0.75% of the value of the delivery/performance for each full week of the delay, limited however to the respective amount owed by Z-LASER to the customer.

8.3 In the event that goods have been delivered defective, Z-LASER is entitled to cure the defect by repair or replacement at its discretion. If Z-LASER has refused to accept the contract or to claim damages for non-performance in the event of delay in performance or delivery lasting longer than two months, both parties are entitled to withdraw from the contract. The customer may only assert claims for damages against Z-LASER if the customer is entitled to withdraw from the contract due to Z-LASER's breach of contract.

8.4 The parties are deemed to have agreed to the product description provided by Z-LASER as the exclusive description of the quality of the goods. Public statements, promotional statements or advertising on Z-LASER's websites or in its catalogues or brochures shall not modify the contract. Z-LASER may in any event,. Any such notice of defects is actually received by Z-LASER.

8.5 The limitation period for material defect claims shall be two years from the day of discovery or from another date. The limitation period is unduly extended by a period of delay in which Z-LASER is in default of performance.

8.6 If the customer receives faulty assembly instructions, Z-LASER shall be obliged to supply correct assembly instructions, however this only applies in the event that the faulty assembly instructions prevent proper assembly. The same applies analogously to operating instructions and foreign-language texts.

9. Limitations on liability

9.1 The liability of Z-LASER is limited in accordance with the provisions of the Product Liability Act as well as in cases of inability to perform and impossibility of performance for which it is responsible. Furthermore, Z-LASER is liable for damages due to intent, gross negligence, personal injuries or health, or for damage to life, limb or health, for which Z-LASER is responsible, as well as damage to life, limb or health of which Z-LASER is responsible in any event. Z-LASER also is liable for damage to life, limb or health for which Z-LASER is responsible in any event.

9.2 The exclusive place of jurisdiction for all legal disputes arising under or in connection with the contractual relationship between the parties shall be the location of the Z-LASER registered office.

11. Final provisions

11.1 The exclusive place of jurisdiction for all legal disputes arising under or in connection with the contractual relationship between the parties shall be the location of the Z-LASER registered office.

11.2 These terms of delivery, and the contractual relationship between the parties, shall be governed by the laws of the Federal Republic of Germany.