

GENERAL SERVICE CONDITIONS

1. **Scope.** These Conditions shall apply to all repair services of any kind ("Services") provided by RAYLASE AG ("RAYLASE") to companies, legal entities and funds established under administrative law ("Customers"). If RAYLASE and the Customer have entered into one or more contracts regarding Services ("Contract"), these Conditions shall constitute an integral part thereof. These Conditions shall supplement the RAYLASE General Conditions for Supplies, Services and Licenses.
2. **No Other Terms and Conditions.** RAYLASE does not accept any terms and conditions which deviate from these Conditions, except if such terms and conditions have been expressly accepted by RAYLASE. In particular, potential customers other than the Customers defined above may not make use of any services from RAYLASE except with its prior express written consent. Any such acceptance shall apply only to the transaction at issue, and in particular not to any past or future services.
3. **Warranty.** The warranty for repair services covers only the repair work that is carried out.
4. **Exclusions from warranty.** Warranty shall not be provided for (a) optical components such as mirrors, lenses and objectives, (b) defects caused by operating errors or improper use, (c) defects caused by attempts to repair or modifications made to the product, (d) products where the serial number is missing or illegible or where the seals have been removed or damaged, (e) defects caused by connecting the product to incompatible devices, (f) caused by fire, explosion, overload, short-circuit, lightning strike, electrostatic discharge, incorrect current or voltage type, water or similar events, (g) product is returned in inadequate packaging, (h) effects of wear and tear.
5. **Chargeable repairs.** Repairs that become necessary after the expiration of the warranty period, repairs that are excluded under the warranty and repairs of products not manufactured by RAYLASE (third party products) are subject to a charge.
6. **Repairs processing.** The Customer shall return the product to be repaired to RAYLASE, in the original packaging or in a similarly robust container, accompanied by a precise description of the alleged defect. RAYLASE shall inspect the returned product with reference to the description and shall provide the Customer with a non-binding quotation, which also sets out the time which in the opinion RAYLASE will be needed to carry out the repair, for its approval. No charge will be shown in the quotation if and to the extent that the defect is covered by warranty. Following approval of the quotation, RAYLASE shall then use its reasonable endeavours to carry out the repair within the period of time indicated by it. If further faults or additional expenses exceeding 15% of the original quotation are revealed while the product is being repaired, RAYLASE shall inform the customer, and shall not continue with the repair until written approval of the new quotation is received from the Customer. When the repair has been completed, RAYLASE shall return the product to the customer and issue an invoice for the expenses incurred, unless the repairs are covered under the warranty.
7. **Request for an RMA number (order number).** If the Customer requests an RMA number before sending the product to RAYLASE, this must be marked clearly on the packaging and the product must be sent within two weeks after such request.
8. If **no approval** for a repair order is received within 3 weeks after the quotation has been prepared, RAYLASE will return the unrepaired product back to the Customer, and shall bill the Customer for costs incurred. Alternatively, RAYLASE will scrap the product.
9. **Replacement products.** If the Customer decides to use a product from RAYLASE's replacement program instead of having the product repaired, the Customer will be billed for the replacement product, and RAYLASE will keep the unrepaired product.
10. **Absence of defects.** If no defect is found, RAYLASE shall return the product to the Customer upon payment of the costs incurred.
11. Repair orders for obsolete models and third party products will only be accepted subject to the **availability of replacement parts**.
12. **Packaging.** The product must be returned in the original packaging or in packaging offering equal protection. Use of inadequate packaging may void the warranty. In this case, RAYLASE will pack the product in new original packaging for return to the Customer, and will bill the Customer for the expenses incurred.
13. **Terms of Delivery.** The cost of returning products received from the Customer shall be borne by RAYLASE in the case of warranty claims, and otherwise by the Customer.
14. **On-site service.** After consulting and receiving a written request through Customer Service, RAYLASE can provide services at the Customer's site. Travel expenses and times will be borne by the Customer. The same tariffs for labor and materials shall apply to services performed at the Customer's site and in the RAYLASE Service Center.
15. **Retention of Title.** In the event that RAYLASE loses title to Deliverables by operation of law due to modification or processing, RAYLASE shall be deemed to be the manufacturer (*Hersteller*), as defined in § 950 of the German Civil Code (*BGB*), of the resulting Deliverable, until full payment has been made.
16. **Amendments, Modifications.** RAYLASE shall be entitled to amend or modify these Conditions by unilateral notice with proactive effect, observing one month notice.
17. In the event of any inconsistency, the **English version** of these Conditions shall prevail.

SERVICE TARIFFS

Testing / analysis of RAYLASE products	135.00 €
Testing / analysis of third party products	365.00 €
Express fee	270.00 €
Hourly rate for each hour of work or part thereof by service technician	99.00 €
Hourly rate for each hour or part thereof by applications or development engineer	125.00 €
Hourly rate for each hour or part thereof for travel time	85.00 €
Vehicle costs per kilometer	0.52 €
Other travel and accommodation costs will be billed according to the expenses incurred.	